

**CONTRACT AMENDMENT
B**

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 Tenant Support Services, Inc. dba Kitsap Home Care Services, having its principal office at 2540 Cascades Pass Blvd., Suite 100, Bremerton, WA 98312, hereinafter "Contractor".

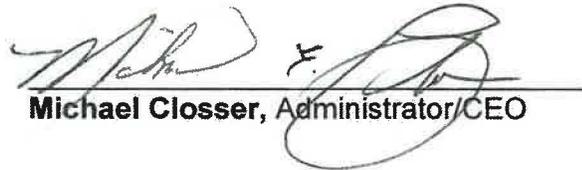
In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-288-24 and executed on June 10, 2024, amendment KC-288-24-A executed on January 27, 2025 shall be amended as follows:

1. **Kitsap County Face Sheet** is included to record federal funding information.
2. **ATTACHMENT A-2: MEDICAID SPECIAL TERMS AND CONDITIONS** shall be replaced in its entirety and effective January 1, 2026.
3. **ATTACHMENT B-1: HOME CARE AGENCY STATEMENT OF WORK** shall be replaced in its entirety and be effective January 1, 2025. The standardized monitoring tool and requirements were in effect beginning CY 2025.
4. **ATTACHMENT E: DATA SHARE AND SECURITY REQUIREMENTS** shall be replaced in its entirety and be effective January 1, 2026.
5. **ATTACHMENT M: KITSAP AUDIT FORM** shall be replaced in its entirety and be effective January 1, 2026

This amendment shall be effective as of January 1, 2026.

Dated this 06 day of FEB, 2026

**Kitsap Tenant Support Services, Inc. dba
Kitsap Home Care Services**


Michael Closser, Administrator/CEO

Dated this 23 day of Feb, 2026

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


ORAN ROOT, Chair


CHRISTINE ROLFES, Commissioner

NOT PRESENT
KATHERINE WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board



Kitsap County Face Sheet

For Sub-recipient Contracts Using Federal Awards

*CFR 200.332 Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide unavailable information when it is obtained. Required information includes:
(Fill in)*

Subrecipient's unique entity identifier: XRLHMZPSMCS1

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

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

Subaward Period of Performance Start and End Date: NA

Check to verify the information is in contract:

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

Federal award identification:

Subaward Budget Period Start and End Date:

Amount of Federal Funds Obligated in the subaward:

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

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

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

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

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

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

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

Attachment B-1: 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 (MB). 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 Home and Community Services (HCS) DSHS Social Worker/Case Manager/Case Resource Manager, Developmental Disabilities Community Services DDCCS Case Resource 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 CARE Assessment Details and Service Summary (care plan) or Medicaid Transformation Project (MTP) care plan. The Contractor may not modify in any way the type and amount of authorized service without prior approval from DSHS or the AAA.

Personal Care Delivered via Remote Caregiving

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

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

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

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

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

the DSHS plan of care.

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

Remote Caregiving Tasks

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

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

Technology for Remote Caregiving

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

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

Relief Care

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

Bath Aide

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

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

- Change simple dressings.

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

Skills Acquisition Training

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

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

Housework & Errands

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

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

Housework authorized may include:

- Cleaning kitchens and bathrooms;
- Sweeping, vacuuming, and mopping floors;
- Dusting furniture;
- Assistance with laundry (washing, drying, ironing and folding clothes);
- Changing 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 the Housework & Errands service:

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

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

Services Authorized Through ProviderOne:

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

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

1. The name of the client to whom the Contractor is authorized to provide service;
2. The type and maximum number of service units the Contractor is authorized to provide;
3. The rate and the unit type;
4. The time period the Contractor is authorized to provide service; and

5. Other pertinent information on invoicing and taxes.

Services Authorized Outside ProviderOne:

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

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

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

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

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

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

TSOA Individual Assessment

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

TCARE® Respite Assessment

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

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

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

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

C. Staff and Service Implementation

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

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

1. For periods as short as:
 - a. one (1) hour for in-person caregiving,
 - b. 15 minutes for remote caregiving,
2. In the evening;
3. During the weekend; or
4. On holidays.

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

Worker

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

When specified in the client's plan of care, the Contractor's home care agency worker will accompany a client to medical appointments using public transportation, or insured private vehicle, provided the home care agency worker has a valid driver's license. Mileage reimbursement is built into the Home Care Agency

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

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

Substitute Home Care Agency Workers

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

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

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

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

Non-emergency Referrals

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

Urgent Referrals

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

D. Minor Changes in the Service Plan

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

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

E. Inability to Deliver Service

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

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

F. Semi-annual Supervisor In-home Visits

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

G. Client Case Record Documentation

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

1. DSHS/AAA, CARE Assessment Details and Service Summary or MTP care plan with access to client authorizations upon request;
2. Contractor Home Care Agency Plan of Care with schedule*;
3. Release of Information, when there is evidence of information sharing outside of covered entity;
4. Client Consent to Services*;
5. Verification that a written bill of rights was given*;

6. Verification of client receipt of grievance policy and procedure*;
7. Client responsibility if applicable*;
8. Progress notes related to delivery of services to the client. Progress notes, all client records, and related records authored by the Contractor are to be kept in a legally acceptable manner. For paper progress notes this includes correction to the record with a single line through the error, noting the error, the date of correction and the signature or initials of the person correcting the record. Using white out to obscure original comments and use of pencil are not considered legally acceptable documentation. If electronic progress notes are kept, there must be a tamper-resistant means of recording when the note was entered (such as automatic date-stamping) and identifying the person making the note (such as individual user ID's and hardened passwords); notes may not be deleted or edited; corrections must note date and person making the correction: and
9. Evidence of initial and six (6) month home visits.

* These items may be individual or combined documents.

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

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

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

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

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

Remote Caregiving

EVV requirements will apply to any remote care claims submitted by home care agency providers, the same as any other claims for personal care services and respite care services provided by an agency employee.

Home Care Agencies may utilize their physical office locations for EVV purposes. If the worker is not in the office, they may use the location they are working from for EVV purposes.

I. Task Sheets

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

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

J. Service Area & Referrals

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

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

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

K. Incidents/Accidents during Service Delivery

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

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

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

1. Reports made to Adult Protective Services, Child Protective Services, and or law enforcement;
2. Illness resulting in consultation with emergency medical personnel;

3. Injury (to self or others) resulting in the need for medical assistance;
4. Falls resulting in the need for medical assistance;
5. Unusual, unanticipated changes in behavior;
6. Threats to others;
7. Threats to self (suicidal behavior and/or thoughts);
8. Accidents during transportation;
9. Ongoing misuse of medications;
10. Suspected criminal activity; and
11. Death.

L. Disaster Response

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

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

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

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

O. Discharge or Transition of Clients

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

P. In-home Nurse Delegation

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

II. PERSONNEL

A. Criminal Background Checks

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

RCW 43.43.832(1). This background check includes a Washington State Name and Date of Birth check and an FBI fingerprint-based check.

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

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

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

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

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

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

Background Check Review Process is listed below:

- The signed and dated Background Authorization form can be completed online, or the agency can input online for the worker after receiving the signed and dated background check authorization form from the worker.
- The signed and dated fingerprints check form will be placed in the worker's file with a copy given to the worker.
- BCCU will provide a Background Check Results letter that is now called Notification of Background Check Results and will provide results of the Washington State Name and Date of Birth check to the Contractor, including the identifying Originating Case Agency (OCA) (Inquiry ID) number that is required for the FBI fingerprint-based portion of the background check.
- If the home care agency worker is not disqualified based on the name and date of birth portion of the background check, the Contractor completes the FBI fingerprint-based check by using the OCA number and the Fingerprint Appointment form to schedule a fingerprinting appointment with the currently contracted DSHS fingerprint vendor, the electronic fingerprinting company that is contracted with DSHS to complete electronic fingerprinting.
- DSHS will be billed for all fingerprinting completed through the currently contracted DSHS fingerprint vendor. If the Contractor decides to use a different DSHS approved fingerprinting vendor, such as law enforcement, the Contractor will be responsible for the cost.
- BCCU will receive the fingerprints, submit them to the Washington State Patrol (WSP) and FBI, and send the Notification of Background Check Results to the Contractor.
- Background check results are clearly listed as one of the following:
 - No Record
 - Review Required
 - Disqualify
 - Additional Information Needed

| Notification of Background Check Results Summary | | |
|---|---|--|
| New Letter Language | Intent of the Letter | Action Needed |
| NO RECORD | The applicant has No-Record. | Applicant can be contracted/authorized payment; or hired by the Home Care Agency (HCA). |
| REVIEW REQUIRED | The applicant has a record, but the information reported is NOT automatically disqualifying. | Complete Character, Competence & Suitability Review per WAC 388-113-0050 and WAC 388-113-0060. |
| DISQUALIFY | The applicant has an automatically disqualifying conviction, pending charge, or negative action and they cannot have unsupervised access to DSHS clients. | <p>The applicant cannot be contracted/authorized payment; or hired by the HCA.</p> <p>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.</p> |
| ADDITIONAL INFORMATION NEEDED | More information is required for BCCU to make a decision. | <p><u>Result of Name/DOB check:</u> Applicant cannot be contracted/authorized payment; or hired by the HCA until the applicant provides more info to BCCU.</p> <p><u>Result of fingerprint check:</u> Applicant can work through a provisional hire but must submit the needed information to BCCU and resolution must be reached by the 120th day.</p> <p><u>Result of renewal:</u> Applicant must submit the needed information to BCCU and resolution must be reached within 30 days. Renewal/Recheck timeframes must still be met.</p> |

- 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 HCLA background check web page.

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

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

1. Complete a Background Authorization form in the Background Check System.
2. Fingerprint check appointment has been scheduled

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 HCS, AAA and or DDCS clients and have disqualifying convictions or negative actions found in WAC 388-113-0020 and corresponding statute;
2. Has a substantiated finding of abuse, neglect, or exploitation by either APS or CPS;
3. The subject in a protective proceeding under RCW 74.34.

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

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 (2) years. The Contractor may require a home care worker to have a Washington State name and date of birth background

check or Washington State and national fingerprint-based background check, or both at any time. The Contractor will develop a policy outlining the basis for determining when background checks will be done more frequently than every two (2) years.

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

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

1. Certification

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

Contractor non-exempt home care agency workers are to be paid for time spent attending all required trainings. Exempt home care agency workers are paid for time spent attending required continuing education. Reimbursement for training will be based on an allocation of training costs across all the Contractor's applicable funding sources.

2. Training/Certification Exemptions

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

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

3. Training

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 HCLA contracted Community Instructor as found on [Find a class or \(https://fortress.wa.gov/dshs/adsaapps/Professional/training/training.aspx\)](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 HCLA 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 CE must be completed each year on or before their birthday during the period between certification renewals. For Home Care Aides and newly credentialed Nursing Assistant Certified, if the first renewal period is less than a full year from the date of certification, no CE will be due for the first renewal period, but CE will then be due before the second renewal period on or before the long-term care (LTC) worker's birthday. Effective July 28, 2013, Registered Nurses (RN), Advanced Registered Nurse Practitioners (ARNP) and Licensed Practical Nurses (LPN) are exempt from the CE requirement. LTC workers exempt from Basic Training by employment history must take 12 hours of CE each year on or before their birthday.

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

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

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

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

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

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

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

C. Compensable Time for Home Care Agency Workers

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

D. Home Care Agency Worker Health Benefits

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

E. Personal Automobile Insurance Coverage or Waiver

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 individuals that are aged and/or have a disability and have demonstrated ability to supervise staff. Supervisors shall provide ongoing support and oversight to home care agency workers and shall also provide consultation in areas 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 worker's 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 Agency Plan of Care (CARE/TCARE®/Agency) before services begin;
2. Performance evaluation including an on-site evaluation within six (6) months of hire and within every twelve (12) months thereafter; and
3. On-going training related to service delivery.

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 DSHS and the contracting AAA. Documentation may be maintained in a paper format or an approved electronic record retention system which meets DSHS Data Share Agreement criteria. Reports include but are not limited to:

1. Annual client satisfaction survey of active clients to determine satisfaction with all aspects of in-home service, including but not limited to quality of work performed, responsiveness of supervisors, reliability of schedule, etc.;
2. Annual independent financial statement audit or review is required and will encompass the financial operations of the Contractor and shall be submitted within the earlier of 30 days after completion or nine (9) months after the end of the entity's financial reporting period;
 - a. Agency Worker Health Insurance report (AWHI): The Contractor is required to obtain a report stating whether the full amount paid to the Contractor for AWHI described in Section IV-E has been paid out for agency worker health benefits as described in Section II-D, unless the Contractor has a Notice of Good Standing from SEIU Healthcare NW Health Benefits (Trust). This report can be done as a separate agreed-upon procedures engagement by the Contractor's auditors, or it can be included in the annual independent financial statement audit or review engagement. Up to one third (1/3) of the cost of the entire annual independent audit, review, and agreed-upon procedures engagement, conducted specifically on the home care agency, may be considered part of the payments for AWHI.
3. EVV of employee client service delivery units; including access to manual adjustments and documentation thereof when necessary; and
4. Additional data, reports and/or statistics as required for auditing, evaluation, and legislative purposes.

B. Prior Notification of Changes

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

C. Change in Ownership

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

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

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

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

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

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

- 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 contract shall not subcontract with other individuals or entities as a means for delivering non-medical home care services to state funded clients.

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

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 the Contractor if the Contractor employee who provided the care is a family member of the client. The Contractor shall establish guidelines, procedures, and safeguards to ensure that it does not receive compensation under this contract for services provided to a client by an employee who is a family member of the client. The Contractor shall require all employees to sign and date an attestation form in which they disclose whether they are providing, or will provide, services to a Contractor client who is a family member of the employee.

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

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

I. Compliance

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

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

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

If the AAA determines that the Contractor is out of compliance with the terms of this contract, the AAA may instruct all case management agencies who are authorizing the services provided under this contract to suspend new client referrals to the Contractor until further notice. A notice of 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/or
2. Termination of the contract.

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

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

J. Coordination of Services

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

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

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 CARE Assessment Details and Service Summary, TCARE® Information for Respite Care Service Providers form, MTD Care Plan and authorization documents.

1. Payment for services authorized through ProviderOne for the Medicaid, State funded, and VDC programs will be made directly to the Contractor through ProviderOne.
2. Payment for services authorized outside of ProviderOne will be made through A-19 billing to the AAA, partial hour payments will be rounded to the nearest quarter hour.

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

1. When the remainder minutes for the shift are 8 or more, round to the next quarter hour.
2. When the remainder minutes for the shift are 7 or less, round down to the previous quarter hour.

Payment shall not be made for the following:

1. For services not provided or not authorized in ProviderOne;
2. For services authorized outside of ProviderOne, services that are not authorized by the authorization process provided by the AAA;
3. Units provided in excess of the number of units authorized for each client;
4. Units provided by an employee who is out of compliance with training or Department of Health certification requirements;
5. Units provided by an employee who has a disqualifying crime;
 - a. For delinquent background checks, as long as the worker had a previous background check that cleared them to work, no payback will be required if the background check is made current and no disqualifying crime is identified.

6. Units provided to a client of the Contractor by an employee of the Contractor who is a family member of the client; except as written in MB H17-091 Home Care Agency Family Member Policy and Tribal Member Exception;
7. Units incorrectly rounded up contrary to policy in Section IV. A., above;
8. Units submitted more than 366 days after the date of service in which the services were performed.
9. Units provided by a Social Services Servicing Only Provider that does not pass risk-based screening per MB H23-084 as amended or superseded.
 - a. The contractor is required to submit all screenings prior to a new caregiver working with a client. The contractor may allow the new caregiver to work with clients prior to receiving the screening results, but if the worker is excluded, the agency will be assessed an overpayment. If the contractor completes the screening later, and the worker(s) are not excluded, there will be no overpayment. If they are excluded there will be an overpayment assessed to the contractor. The ongoing monthly screenings are required. If those ongoing screenings show a new exclusion, the worker should immediately upon notification no longer work with clients under this contract. There may be an overpayment in the situation where services were rendered after the date of exclusion.

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/Health Care Authority in accordance with DSHS-AP-19-85-54 (Overpayments to the Office of Financial Recovery); DSHS-AP-19-85-53 (Audit Overpayments Identified via External or Internal Audits for Contractors, Clients, and Providers/Vendors); DSHS-AP-10-02 (Overpayments and Debts for Providers and Vendors); and 42 CFR § 433.316 (When Discovery of Overpayment Occurs and its Significance).

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 two (2) such events per client for the duration of service with the Contractor under the following three conditions:

1. The client is not home to receive services within thirty 30 minutes of the scheduled time; and
2. The home care agency worker is present at the scheduled time and is ready, willing and able to provide service; and
3. The home care agency worker notifies the home care agency as per the home care agency's written policy.

C. Client Responsibility for Payment

Depending on income and program rules, clients may be responsible for payment for part of their care. Required client responsibility amounts will be documented on the authorization list page, or in the case of non-Medicaid programs, in alternative authorization documents. Client responsibility is not required

for VDC participants or MAC or TSOA participants. For Medicaid services, the Contractor must apply the client responsibility fee to the first units of service delivered in the month before billing for state/federal reimbursement. The Contractor shall bill client responsibility directly to the client for the services rendered. Although the Contractor may bill for services as of the first of the month in which services are to be received, a client cannot be required to pay for services until the date on which the provider has earned the full client responsibility amount.

The Contractor will have a policy to notify the authorizing case manager when a client becomes delinquent in client responsibility prior to issuance of discharge notice.

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 Home Care Agency Vendor Rate is determined per RCW 74.39A.310 (2). Contractor will develop criteria to determine worker eligibility for health benefits and the level of benefit.

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

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

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

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

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

F. Standards for Fiscal Accountability

The Contractor's fiscal management system shall:

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

The Contractor agrees to maintain written accounting procedures.

G. Compliance with the Federal Deficit Reduction Act of 2005

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

1. A home care agency must establish written policies to include detailed information about the False Claims Act, including references to the Washington State False Claims Act;
2. Policies regarding the handling and protection of whistleblowers;
3. Policies and procedures for detecting and preventing fraud, waste and abuse; and
4. Policies and procedures must be included in an existing employee handbook or policy manual, but there is no requirement to create an employee handbook if none already exists.

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

H. Medicaid Fraud Control Unit (MFCU)

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

ATTACHMENT E: DATA SHARE AND SECURITY REQUIREMENTS

[DSHS Agreement #2469] Effective January 1, 2026 – December 31, 2027. Any subcontract for the Kitsap County Area Agency on Aging is subject to the provisions of the applicable Interlocal Data Share Agreement between the Department of Social and Health Services and the Area Agency on Aging, unless otherwise provided for in the contract between the Kitsap County Area Agency on Aging and the Contractor. When referencing the applicable Interlocal Data Share Agreement in relation to the subcontract, the Kitsap County Area Agency on Aging replaces DSHS and subcontractor replaces AAA.

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1. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
2. **Assignment.** Except as otherwise provided herein, the AAA shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the DSHS Contracts Administrator and the written assumption of the AAA's obligations by the third party.
3. **Compliance with Applicable Law and Washington State Requirements.**
 - a. **Applicable Law.** At all times during the term of this Agreement, the AAA and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
 - b. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.
4. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. DSHS and the AAA shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if allowed by law and requested in writing by the party to the Agreement that provided the information.
5. **AAA Certification Regarding Ethics.** By signing this Agreement, the AAA certifies that the AAA is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
6. **Debarment Certification.** The AAA, by signature to this Agreement, certifies that the AAA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The AAA also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the AAA's duty to provide services under this Agreement.
7. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
8. **Disputes.** In the event of a dispute between the AAA and DSHS, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the AAA shall present their grievance in writing to the Assistant Secretary for Aging and Long-Term Support Administration. The Assistant Secretary shall review the facts, contract terms and applicable statutes

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

9. **Drug-Free Workplace.** The AAA shall maintain a work place free from alcohol and drug abuse.
10. **Entire Agreement.** This Agreement including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.
11. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the AAA against DSHS involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against a County AAA involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
12. **Independent Status.** Except as otherwise provided in Paragraph 24 herein below, for purposes of this Agreement, the AAA acknowledges that the AAA is not an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The AAA shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the AAA or the AAA's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The AAA certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

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

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

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

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the AAA's invoices to DSHS and all expenditures made by the AAA to perform as required by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

25. **Subcontracting.**

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

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

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

26. Subrecipients.

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

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to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

- (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C,D,E and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. **Single Audit Act Compliance.** If the AAA is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DSHS, or during the course of the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.
- (1) For any identified overpayment involving a subcontract between the AAA and a tribe, DSHS agrees it will not seek reimbursement from the AAA, if the identified overpayment was not due to any failure by the AAA.
27. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, and Termination Procedure.
28. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:
- a. The Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to the AAA to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written

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

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

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

29. Termination for Convenience. The Contracts Administrator may terminate this Agreement or any in whole or in part for convenience by giving the AAA at least thirty (30) calendar days' written notice. The AAA may terminate this Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45611, Olympia, Washington 98504-5611.

30. Termination for Default.

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

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

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

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

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

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- d. Before the AAA may terminate this Agreement for default, the AAA shall provide DSHS with written notice of DSHS' noncompliance with the Agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the AAA may then terminate the Agreement.
- 31. Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- a. The AAA shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
 - b. The AAA shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of this Agreement, all DSHS assets (property) in the AAA's possession, including any material created under this Agreement. Upon failure to return DSHS property within ten (10) working days of the Agreement termination, the AAA shall be charged with all reasonable costs of recovery, including transportation. The AAA shall take reasonable steps protect and preserve any property of DSHS that is in the possession of the AAA pending return to DSHS.
 - c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
 - d. If the Contracts Administrator terminates this Agreement for default, DSHS may withhold a sum from the final payment to the AAA that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the AAA was not in default, or if the AAA terminated this Agreement for default, the AAA shall be entitled to all remedies available at law, in equity, or under this Agreement.
- 32. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

HIPAA Compliance

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

- 33. Definitions**
- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
 - b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
 - c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a

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manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
 - e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider, the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
 - f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
 - g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
 - h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
 - i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
 - k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
 - l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
 - n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
34. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance

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with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights

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

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

- i. **Consent to Audit.** Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. **Obligations of Business Associate Upon Expiration or Termination.** Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. **Survival.** The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

36. Individual Rights.

- a. **Accounting of Disclosures.**
 - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures
 - (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(i)(C) 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.

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

b. Access

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

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

c. Amendment

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

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

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

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required by state or federal law.

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

41. Miscellaneous Provisions.

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

Special Terms and Conditions

1. Definitions.

- a. "AAA" or "Contractor" shall mean the Area Agency on Aging that is a party to this Agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DSHS.
- b. "ACD" means Agency Contracts Database. ACD is used to access, produce and manage contracts and contract information.
- c. "Agency Financial Reporting System (AFRS)" means the WA State system that is the official source for high level financial data. Intended to be replaced by OneWA by 2027.
- d. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- e. "ALTSA Reporting" interfaces with reporting services to provide a subset of DDCCS/HCS information to case management or supervisor level data for individual AAA offices, county users, and others outside the DSHS Intranet.
- f. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.
- g. "Authorizer" A representative appointed by the AAA to assure users AAA level and HCLA level access requests are processed using the Systems Access Request (SAR) Form 17-228. Authorizers assure users meet attestation, training and other system access requirements. They assure paperwork is processed in accordance with MB's, instructions, and data share agreement requirements. Authorizers manage AAA level access requirement locally establishing profiles and user level permissions. Authorizers are the first point of contact when issues occur for users and route issues to local IT or escalate to HCLA as needed. AAA Authorizers are responsible for keeping track of their pool of employee IDs, for applicable systems.
- h. "Automated Client Eligibility System (ACES)" Online is a tool for public assistance eligibility determination, issuing benefits, management support, and sharing of data between agencies to include client demographics.
- i. "Background Check System (BCS)" means a system that provides background check information on clients, vendors and staff to meet DSHS requirements where appropriate.
- j. "Barcode" is a client server system that manages workflow and document images. Twenty major component subsystems include childcare eligibility and social service case management. Provides programmed and ad hoc access to ACES, eJAS, and native Barcode.
- k. "CITRIX" is a method to access DSHS resources for staff on the DSHS network working from a remote location. CITRIX is allowed on personal devices to remote into a DSHS computer in network and other virtual desktop environment applications.
- l. "CLC" means Community Living Connections. Washington State's name for its No-Wrong Door access network of Area Agencies on Aging and their state, regional and local partners.
- m. "CLC-GetCare" means a version of Collabrios GetCare product modified to support Washington State's Community Living Connections. It is used for managing programs funded by the Older Americans Act, CMS, state general fund, local resources, and federal grants, including Medicaid Alternative Care (MAC) and Tailored Supports for Older Adults (TSOA). It also supports the CLC public website with a

consumer portal and a resource directory. CLC/GetCare System is used in order to manage, record, and report service provision and utilization, demographics, resource directory, consumer website information and to access TCARE screening, assessment, and care planning tools.

- n. "Client" means an individual who is eligible for or receiving services provided by the AAA in connection with this Agreement.
- o. "Client Registry (CReg)" is a secure web-based application centralizing client information and providing a single location to support client service research. Client Registry is used to provide high-level demographic information and service history for AAA case management staff from multiple DSHS administrations. Client Registry (CReg) is managed by DSHS Technology Security Division (TSD).
- p. "Code of Federal Regulations (CFR)" means all references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- q. "Community Living Connections (CLC)" means Washington state's name for its No-Wrong Door access network of Area Agencies on Aging and their state, regional and local partners.
- r. "Comprehensive Assessment and Reporting Evaluation (CARE)" is the tool used by case managers to document a client's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care. CARE interfaces to the Consumer Direct Caregiver Network of WA (CDWA), and the legacy Tailored Caregiver Assessment and Referral (TCARE) system and their reporting systems for demographic, assessment, and service plan information.
- s. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
- t. "DDCS/HCS Reporting" - Paginated reports, charts, graphs, and interactive dashboards for visualization of DDCS and HCS data, intended to provide access to case management or supervisor level data for individual AAA offices.
- u. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- v. "Document Management Service (DMS)" means an automated subsystem of Barcode that uses imaging technology and document assignments to manage client documents and workflow.
- w. "DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- x. "Employment Security Department (ESD)" is a Washington State agency. For WA Cares, ESD manages exemptions and elective coverage (including portable coverage), collects premiums, and makes contribution determinations. The ESD systems receive WCF data from DSHS systems on Contribution Determination (CD) requests from program participants and provide responses back to DSHS regarding their program eligibility. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- z. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- aa. "HCLA Data Mart" – Self-service reporting system for CARE, P1, Finance, and other business-related systems
- bb. "Health Care Authority (HCA)" is a Washington State agency. For WA Cares, HCA coordinates benefits, tracks benefit usage, and manages provider billing.

- cc. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- dd. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- ee. "Medicaid Management Information System (MMIS)" means an integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives, and it is associated with ProviderOne.
- ff. "Older Americans Act (OAA)" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- gg. "OneWA" means the WA State system that will be the official source for high level financial data for DSHS. Intended to replace AFRS by 2027.
- hh. "Personally Identifiable Information (PII)" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- ii. "Personal Health Information (PHI)" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).
- jj. "Predictive Risk Intelligence System (PRISM)" is a secure web-based application accessed through Secure Access Washington for care coordination. A separate Data Share Agreement with the AAA governs use and requirements.
- kk. "ProviderOne (P1)" is a Medicaid Management Information System (MMIS) for service providers and staff to view authorization, payment, scheduling and client service data. It interfaces between ACES, WCF, and the HCA. Uses the info to authorize payment from medical providers, generate reports, and obtain federal funding. For WA Cares, P1 will be used to support pre-authorization of services, provider payment, and to track benefit utilization.
- ll. "Quality Assurance Monitor (QA Monitor)" is used to assess the assessor or do supervisory reviews. Quality Assurance monitoring ensures that all services promote health, safety, and self-determination for all participants. Identifies efficient and effective practices in service delivery and ensures federal and state assurances are met.
- mm. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- nn. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- oo. "Revised Code of Washington (RCW)" means all references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slic.leg.wa.gov/>. "Secure Access Washington (SAW)" is a single sign-on application gateway created by Washington State's Department of Information Services to access government services accessible via the Internet.

- pp. "Social Service Payment System (SSPS)" is used for payment data history.
- qq. "Subcontract" means any separate agreement or contract between the AAA and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- rr. "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by DSHS in accordance with this Agreement.
- ss. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- tt. "Supplies" means all tangible personal property other than equipment as defined herein.
- uu. Tailored Caregiver Assessment and Referral (TCARE)" is a caregiver assessment and referral protocol designed to assist care managers who work with family caregivers who care for their older adult relatives.
- vv. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- ww. "User" means the AAA employee who has registered or approved access to a system listed in this Agreement.
- xx. "Virtual Private Networking (VPN)" is a method for AAAs not on the DSHS network to access DSHS applications and internal resources.
- yy. "WaCareRpt Database" is a Database containing all data from the Comprehensive Assessment Reporting & Evaluation (CARE) app
- zz. "WA Cares Fund (WCF)" means the Long-Term Services and Supports Trust Act enacted in 2019 and further modified in 2022, creating a long-term care insurance benefit, for all eligible Washington employees that will cover some of the costs of long-term services and supports.
- aaa. "Washington Administrative Code (WAC)" is all references in this Agreement to WAC chapters or sections which shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://sic.leg.wa.gov/>.
- bbb. "Washington State Learning Center (WSLC)" is an e-learning platform for accessing DSHS and HCLA level trainings. LC is a Learning Management System (LMS) for limited designated AAA staff members to access DSHS training. AAAs may purchase additional licenses if desired.
- ccc. "WCF - Salesforce Console" means the DSHS Salesforce solution where specialists will see specific information about WCF benefits for beneficiaries and authorized representatives.
- ddd. "WCF - WA Cares/GetCare" means the WCF tool, administered by a DSHS vendor, that will be used to complete the functional assessment to determine whether an individual requires assistance with at least three activities of daily living. WCF-GetCare is distinct from CLC-GetCare.
2. **Additional Insurance: Cyber risk liability insurance.** This coverage must include information theft, computer and data loss replacement or restoration, release of private information, alteration of electronic information, notification costs, credit monitoring, forensic investigation, cyber extortion, regulatory defense (including fines and penalties), network security, and liability to third parties from

failure(s) of contractor to handle, manage, store, and control personally identifiable information belonging to others. The policy must include full prior acts coverage. Limits should be \$1 million per covered claim without sublimit, \$2 million annual aggregate.

3. **Statement of Work.** The AAA shall perform the services as set forth below and in accordance with Exhibit A, Data Security Requirements:
 - a. **Authority to Access Data.** RCW 74.39A.090 mandates that DSHS contract with Area Agencies on Aging (AAAs) to provide case management services to individuals receiving Title XIX or other Home and Community services and to reassess and reauthorize these individuals for services as defined by this statute. To effectively administer these DSHS services, the AAAs must have access to client data, and to certain DSHS information systems.
 - b. **Systems Access and Method of Access.** The AAA may access or may request permission to access the following:
 - (1) System Access
 - (a) By submitting AAA System Access Request (SAR) for DSHS/HCA/ESD Systems Form 17-228 available at <https://www.dshs.wa.gov/office-of-the-secretary/forms> or <https://forms.dshs.wa.gov/>
 - i. **HCLA Level**
 - (A) VPN
 - (B) ACES Online
 - (C) IPOne – Remove Only
 - (D) Data Mart – CARE ((Requires DSHS Active Directory (exceptions can be made with coordination))
 - (E) Data Mart – P1/Finance ((Requires DSHS Active Directory (exceptions can be made with coordination))
 - (F) CARE Database (wacarerpt)
 - (G) PRISM
 - (H) Client Registry
 - (I) WA Cares Fund - Salesforce Console Production + Training
 - ii. **AAA Level**
 - (A) CARE Production + Practice
 - (B) BarCode (DMS)
 - (C) ACD – Agency Contracts Database
 - (D) QA Monitor
 - (E) CLC/GetCare
 - (F) BCS – Background Check System
 - (G) ALISA Reporting (DDA/HSC Reporting)
 - (H) WA Cares Fund - WA Cares/GetCare Production + Training
 - (b) Home and Community Living Administration (HCLA) and Developmental Disabilities Community Services (DDCS) SharePoint sites.
 - (c) DSHS Internal Forms Picker Site
 - (d) "LC" Washington State Learning Center (WSLC) Trainings with monetary cost are prohibited unless AAA has created their own account. The number of AAA staff with access will be negotiated with DSHS and may require a separate account for billing individual licenses.

(2) Method of Access

- (a) The AAA shall access these systems through the State Government Network (SGN), the Inter-Governmental Network (IGN), Secure Access Washington (SAW), or through a DSHS approved method of secure access.
- (b) The AAA agrees to follow the DSHS IT Security Policy Manual (Section 4.2.3.f, S1) that covers unique user IDs and security elements of constructing safe passwords and protecting them from unauthorized disclosure.

4. **Access and Disclosure information.** The AAA shall not disclose the contents of any Client records, files, papers and communications except as necessary for the administration of programs to provide services to clients as required by law.

- a. The AAA shall limit access to client data to the AAA and any subcontractor staff whose duties specifically require access to such data in the performance of their assigned duties. AAA or subcontractor staff shall not access any individual client data for personal purposes. Clients shall only be permitted to access their own data.
- b. The AAA shall ensure each employee signs the Contractor Agreement on Nondisclosure of Confidential Information form, provided by the Department, to acknowledge the data access requirements prior to DSHS granting access. Access will be given only to data necessary to the performance of this Agreement. The AAA shall retain the original Nondisclosure form on file. The AAA shall have the form available for DSHS review upon request.

The AAA must provide an annual written reminder of the Nondisclosure requirements to all employees with access to the data to remind them of the limitations, use or publishing of data. The AAA shall retain documentation of the reminder on file for monitoring purposes.

- c. The AAA shall not use or disclose any information concerning any DSHS client for any purpose not directly connected with the administration of the AAA's responsibilities under this Agreement except by prior written consent of the DSHS client, his/her attorney, parent or guardian.
- d. The AAA or its service provider may disclose information to each other or to DSHS for purposes directly connected with the administration of their programs. This includes, but is not limited to, determining eligibility, providing services, and participation in an audit. The AAA and its service providers shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies and DSHS. DSHS must authorize in writing the disclosure of this information to any other party not identified in this section.
- e. The AAA staff shall not link the data with personal data or individually identifiable data from any other source nor re-disclose the data unless specifically authorized in this Agreement or by the prior written consent of DSHS.
- f. The AAA shall notify each system Administrator within five business days when a User leaves employment or otherwise no longer requires system access. Upon notification, the system Administrator will deactivate the User ID and terminate access to the applicable application(s). The AAA shall confirm the need for continued access for each User of the ACD on a quarterly basis.
- g. The AAA shall ensure that only registered system Users access and use the systems in this Agreement, use only their own User ID and password to access the systems and do not allow employees who are not registered to borrow a User ID or password to access any systems.
- h. Access to systems may be continuously tracked and monitored. DSHS reserves the right at any time to conduct audits of systems access and use, and to investigate possible violations of this

Agreement and/or violations of federal and state laws and regulations governing access to protected health information.

- i. AAAs using the WCF Salesforce Console will have access to ESD and HCA data for WA Cares that is shared with DSHS. See the DSHS-HCA and DSHS-ESD data sharing agreements for WA Cares for more information about the requirements for those data.
5. **Dissemination to Staff.** Prior to making information available to new staff and annually thereafter, the AAA shall ensure that staff accessing the Personal Information or PHI under this Agreement are trained in HIPAA use and disclosure of PHI requirements and understand:
- a. **Confidentiality of Client Data**
 - (1) Client data is confidential and is protected by various state and federal laws. The basis for this protection is the individual's right to privacy as outlined in the HIPPA Privacy Rule- 45 CFR 160 to 45 CFR 164.
 - (2) Personal Information means demographic and financial information about a particular individual that is obtained through one or more sources (such as name, address, SSN, and phone numbers). RCW 42.56.210 lists the information that is exempted from public inspection and copying.
 - b. **Use of Client Data**
 - (1) Client data may be used only for purposes of these contracted services, directly related to providing services to the client or for the operation of home and community living programs.
 - (2) Any personal use of client information is strictly prohibited.
 - (3) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.
 - c. **Disclosure of Information**
 - (1) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01, and the Long Term Care Manual.
 - (2) Client information may be disclosed to other individuals or agencies only for purposes of administering DSHS programs.
 - (3) Questions related to disclosure are to be directed to the Home and Community Programs Public Disclosure Coordinator.
 - (4) Any disclosure of information contrary to this section is unauthorized and is subject to penalties identified in law.
6. **Security of Data**
- a. The AAA shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The AAA shall take due care to ensure AAA and its subcontractors protect said data from unauthorized physical and electronic access. The AAA is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential Information form* covering this data share agreement will be able to access the data that Washington State shares with the AAA under this Agreement.

- b. The AAA shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to DSHS. DSHS shall be responsible for destroying the returned documents to ensure confidentiality is maintained. The Data provided by DSHS will remain the property of DSHS and will be promptly destroyed as allowed by law when the AAA and its subcontractors have completed the work for which the information was required, as fully described herein.
- c. The AAA shall protect information according to state and federal laws including the following incorporated by reference:
 - (1) Privacy Act 1974 5 USC subsection 552a;
 - (2) Chapter 40.14 RCW Preservation and Destruction of Public Records;
 - (3) Chapter 74.04 RCW General Provisions – Administration;
 - (4) Chapter 42.56.210 RCW Certain Personnel & Other Records Exempt;
 - (5) 45 CFR 205.50 provides for Safeguarding information for the financial assistance Programs and identifies limitations to disclosure of said information; and,
 - (6) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.

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Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
 - i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

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- j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
- l. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ifa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
- l. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor

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must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
 - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
 - g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
 - h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

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- (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
 - i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
 - j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
 - k. Render the device unusable after a maximum of 10 failed logon attempts.
5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. Hard disk drives. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. Network server disks. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above

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paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.

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- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. Data stored for backup purposes.
- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
 - (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
 - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is FedRAMP certified.
 - (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

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6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:
- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
 - b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
 - c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
 - d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.
7. **Data Segregation.**
- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
 - b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.
8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

| Data stored on: | Will be destroyed by: |
|--|---|
| Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs | Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk |

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| Paper documents with sensitive or Confidential Information | Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected. |
| Paper documents containing Confidential Information requiring special handling (e.g. protected health information) | On-site shredding, pulping, or incineration |
| Optical discs (e.g. CDs or DVDs) | Incineration, shredding, or completely defacing the readable surface with a coarse abrasive |
| Magnetic tape | Degaussing, incinerating or crosscut shredding |

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit B

AAA User Agreement on System Usage and Non-disclosure of Confidential Information

| | |
|--|--------------------------------|
| <p>Your AAA has entered into Data Share Agreement(s) with the state of Washington Department of Social and Health Services (DSHS) and Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this AAA User Agreement System Usage and Non-Disclosure of Confidential Information (Agreement).</p> | |
| <p>Confidential Information</p> | |
| <p>"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information.</p> <p>"Protected Health Information" means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.</p> <p>"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.</p> | |
| <p>Regulatory Requirements and Penalties</p> | |
| <p>State laws (including, but not limited to, RCW 74.04.080, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.</p> | |
| <p>AAA User Assurance of Confidentiality</p> | |
| <p>In consideration for DSHS and HCA granting me access to the PRISM, ProviderOne, or other systems and the Confidential Information in those systems, I agree that I:</p> <ol style="list-style-type: none"> 1) Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies. 2) Have an authorized business requirement to access and use DSHS or HCA systems and view DSHS or HCA Confidential Information. 3) Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, research or any other purpose that is not directly connected with client care coordination and quality improvement. 4) Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties. 5) Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends. 6) Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas. 7) Will not make copies of Confidential Information or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor. 8) Will access, use or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties. 9) Will protect my DSHS and HCA systems User ID and password and not share them with anyone or allow others to use any DSHS or HCA system logged in as me. 10) Will not distribute, transfer, or otherwise share any DSHS software with anyone. 11) Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users. 12) Understand at any time, DSHS or HCA may audit, investigate, monitor, access, and disclose information about my use of the systems and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the systems, disciplinary actions against me, or possible civil or criminal penalties or fines. 13) Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer. | |
| <p>Signature</p> | |
| <p>AAA / SUBCONTRACTOR USER'S SIGNATURE DATE</p> | <p>AAA USER'S PRINTED NAME</p> |

Exhibit B

AAA Systems Access Request Instructions

Please submit requests individually.

The AAA DSHS / HCA Systems Access Request form is for use by AAA entities from outside and within the DSHS domain (DSHS firewall). AAA entities have different procedures to request the majority of their needed system access but will use the form for those systems requiring a set up or approval by HCS, DDA, or MSD. AAA entities will also use this form when staff transfer between agencies or to terminate access when employees leave employment.

Request Type

- Check one of the options (New, Update, Remove, or Name change). Removal must be submitted within five (5) days of exit.
 - New user – The user has been approved for access to one of the programs listed and has no previous requests submitted.
 - Update user – User has access to one or more of the systems listed but an additional access is needed. Only mark the box next to the additional item.
 - Remove user – Mark each of the boxes for which access is to be removed.
 - Change user name – Use to update the user name due to a change. For ProviderOne this will result in the termination of the prior account and a new account created.

Requesting Organization and Mailing Address

- Enter the user's office name and address (subcontractors enter their organization name and address).

System Access Requested Sections

- Check the box next to each system requested and attach any additional documentation required for the program. If you need a copy of the VPN form, please contact AL TSA.
- AL TSA Data Mart. Access is specific to each data source. If both data sources are needed, both boxes must be selected.
- Applications in the AAA section (Barcode, DDA / HCS Reporting, CARE, QA Monitor) are created at the AAA office. A signed copy of the 17-226 form must be submitted to hcsaaarequest@dshs.wa.gov via secured email before the account(s) can be created.
 - Note: The PRISM and Client Registry boxes should be checked if the new staff member will be eligible for access. An extra step of user and ethics training will be required for all PRISM and Client Registry users and must be completed prior to system access.
 - Barcode field can be one of the following options: All Case Managers, CM Supervisor, Clerical, Clerical Supervisor, Intern, Admin Hearing Coordinator, Barcode Specialist, CM JRP or AAA IT.
 - ACD – Contracts Database can be one of the following options: 4 – Sign Contracts; 5 – Create Contracts; or 0 – Approve Contracts.
 - ProviderOne – Fill out the HCA Non-Employee Access Request form and submit it separately to the AL TSA SUA Coordinator. HCS Non-Employee forms submitted by Colville, King, Kitsap, Pierce, Snohomish, and Yakama should be submitted using secure email or MFT (managed file transfer).

AAA User Information

- Enter the user information as indicated.
- The AAA Authorizer will assign an ID number from the list provided by the AL TSA SUA Coordinator.
 - Form will be rejected if this field is left blank.
- Under AAA Office enter the AAA Authorizer's regional office.

Access Justification

- Enter reason access is needed such as Case Management and Coordination, Nursing Coordination, Oversight and Supervision, Determination of Eligibility.

Authorizing Signature

- AAA Authorizer – the authorizer will be verified by the AL TSA SUA Coordinator.
Note: AAA Authorizer signature guarantees that the staff member who is asking for access is eligible for the systems access requested.

Non-Disclosure of Confidential Information

- Ensure that the AAA staff member has read the AAA User Agreement on System Usage and Non-disclosure of Confidential Information on the second page of the AAA Systems Access Request form.
- Enter the requesting user's name and have them sign and date the agreement.

Once completed, scan both sides of the form and email to hcsaaarequest@dshs.wa.gov using secure email. Do not email forms directly to AL TSA Helpdesk or AL TSA Helpdesk staff.

Exhibit B
AAA Systems Access Request
Frequently Asked Questions (FAQ)

Why was my form rejected?

- **Missing information:**
 - The Employee ID field is left blank
 - Barcode or ACD profile selection is missing
- **Incorrect information:**
 - Email address is invalid (e.g. emailing credentials results in a bounce-back or is an Outlook.com, Gmail, etc. address)
 - Employee ID is already in use – check your spreadsheet and ensure the EID hasn't been used before
- **Form is not signed.**
 - Ensure both the AAA Authorizer and AAA User have signed in the appropriate fields
- **VPN request form is missing from the request.**

ATTACHMENT M: KITSAP AUDIT FORM



Department of Human Services

Doug Washburn
Director

KITSAP COUNTY
DEPARTMENT OF HUMAN
SERVICES

Serge Miller
Deputy Director
Phone: 360.337.4838

Keetha Anderson - Evans
Office Supervisor
Phone: 360.337.6768 x 3626

Developmental Disabilities
Heidi Schettner, Coordinator
Phone: 360.337.4824

Behavioral Health
Johanna Kiron, Executive Director
Phone: 360.337.4822

Mental Health/Chemical
Dependency/Therapeutic Court
Hannah Shoultz, Coordinator
Phone: 360.337.4827

21st Affordable Housing
Joel Warner, Coordinator
Email: jwarner@kitsap.gov

Probation Services
William Basler, Program
Specialist
Phone: 360.337.4467

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

Aging & Long-Term Care
Senior Information & Assistance
Olympic Community Center
1028 Sidney Avenue, Suite 106
614 Division Street, MS-5
Port Orchard, WA 98366
Phone: 360.337.6768
1.800.682.5418
Fax: 360.337.4868
Stacey Smith, Administrator

Community Development
Block Grant
Norm Duke Government
Center
345 9th Street, Suite 406
Bremerton, WA 98317
Fax: 360.337.4809
Bonnie Turf, Coordinator
Phone: 360.337.4806

Housing and Homelessness
Carl Borg, Program Manager
Phone: 360.337.4827

Kitsap Recovery Center
Outpatient Services:
1028 Sidney Road
Port Orchard, WA 98366
Inpatient and Detox Services:
481 Taylor Street
Port Orchard, WA 98366
Fax: 360.337.4827
Shera Ward, Clinical Manager
Phone: 360.337.6846

Workforce Development
3126 NW Randall Way
Silverdale, WA 98153
William Dowling, Director
Phone: 360.689.8125

Veterans Assistance
Steve Corcoran, Coordinator
Phone: 360.337.4811

Verification of Federal Funds

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

Agency: _____ Director: _____

Address: _____

Phone Number: _____ Email: _____

I did not perform a *2 CFR 200.331. single or program specific audit because Agency received less than \$1,000,000 in Federal Funds for the fiscal year ending _____.

I performed a *2 CFR 200.331. single or program specific audit because Agency received \$1,000,000 or more in Federal Funds for the fiscal year ending _____.

Print Name

Agency Conducting Audit

Signature

Date

*Subpart F of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as per 2 CFR 200.501. A non-Federal entity that expends \$1,000,000 or more in Federal awards during the entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Audit Requirements. 2 CFR 200.514. Audit Form, updated 7/23/2025



687 Austin Avenue • 814 Division Street, MS-25 • Port Orchard, Washington 98366-4678
Main Line 360.337.6768 • FAX 360.337.6721
From: Office 253.361.4147 • Bainbridge Island 206.842.2081



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2025

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

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

| | |
|---|--|
| PRODUCER Kuresman Insurance 9307 Bay Shore Dr NW Ste 101 Silverdale WA 98383-8350 | CONTACT NAME: Mark W Maberry |
| | PHONE (A/C, No, Ext): (360) 692-6131 FAX (A/C, No): (360) 692-6187 |
| INSURED Kitsap Tenant Support Services Inc Po Box 5209 Bremerton WA 98312 | E-MAIL ADDRESS: markm@kuresmanins.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: PHILADELPHIA INDEMNITY INS CO |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: CL2532514078 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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | X Y | PHPK2655824-005 | 3/30/2025 | 3/30/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PROFESSIONAL \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK2655824-005 | 3/30/2025 | 3/30/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | PHUB900751-005 | 3/30/2025 | 3/30/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | PHPK2655824-005 | 3/30/2025 | 3/30/2026 | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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 DIVISION OF AGING AND LONG TERM CARE 614 DIVISION STREET 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

| Coverage Applicable | Limit of Insurance | Page # |
|---|--------------------|--------|
| Extended Property Damage | Included | 2 |
| Limited Rental Lease Agreement Contractual Liability | \$50,000 limit | 2 |
| Non-Owned Watercraft | Less than 58 feet | 2 |
| Damage to Property You Own, Rent, or Occupy | \$30,000 limit | 2 |
| Damage to Premises Rented to You | \$1,000,000 | 3 |
| HIPAA | Clarification | 4 |
| Medical Payments | \$20,000 | 5 |
| Medical Payments – Extended Reporting Period | 3 years | 5 |
| Athletic Activities | Amended | 5 |
| Supplementary Payments – Bail Bonds | \$5,000 | 5 |
| Supplementary Payment – Loss of Earnings | \$1,000 per day | 5 |
| Employee Indemnification Defense Coverage | \$25,000 | 5 |
| Key and Lock Replacement – Janitorial Services Client Coverage | \$10,000 limit | 6 |
| Additional Insured – Newly Acquired Time Period | Amended | 6 |
| Additional Insured – Medical Directors and Administrators | Included | 7 |
| Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) | Included | 7 |
| Additional Insured – Broadened Named Insured | Included | 7 |
| Additional Insured – Funding Source | Included | 7 |
| Additional Insured – Home Care Providers | Included | 7 |
| Additional Insured – Managers, Landlords, or Lessors of Premises | Included | 7 |
| Additional Insured – Lessor of Leased Equipment | Included | 7 |
| Additional Insured – Grantor of Permits | Included | 8 |
| Additional Insured – Vendor | Included | 8 |
| Additional Insured – Franchisor | Included | 9 |
| Additional Insured – When Required by Contract | Included | 9 |
| Additional Insured – Owners, Lessees, or Contractors | Included | 9 |
| Additional Insured – State or Political Subdivisions | Included | 10 |

| | | |
|---|---------------|----|
| Duties in the Event of Occurrence, Claim or Suit | Included | 10 |
| Unintentional Failure to Disclose Hazards | Included | 10 |
| Transfer of Rights of Recovery Against Others To Us | Clarification | 10 |
| Liberalization | Included | 11 |
| Bodily Injury – includes Mental Anguish | Included | 11 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included | 11 |

A. Extended Property Damage

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

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

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

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

C. Non-Owned Watercraft

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

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

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

D. Damage to Property You Own, Rent or Occupy

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

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:

- 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.

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 – COVERAGES, 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."

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

Coverage Part, Paragraph 3.a. is deleted in its entirety 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

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;

- (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
- i. **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.

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

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;

- 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.

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.

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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