

KC-374-26
INTERLOCAL AGREEMENT FOR KITSAP COUNTY AGING FAIR HEARINGS
BETWEEN KITSAP COUNTY AND THE CITY OF SEATTLE

This Interlocal Agreement for Aging's Fair Hearings ("Agreement") is entered into between Kitsap County, a Washington state political subdivision, on behalf of the Kitsap County's Division of Aging & Long-Term Care, and the City of Seattle, a Washington state municipal corporation ("Seattle").

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to provide Services more efficiently within their jurisdictions.

WHEREAS, the Health-Related Social Needs program is a unique Medicaid initiative created under a federal 1115 waiver, for which Kitsap County is a subrecipient of DSHS funds and is required to provide specialized Fair Hearing representation.

WHEREAS, individuals receiving or applying for HRSN services have due process rights to challenge actions through an administrative hearing process, including the denial, reduction, or termination of services; and

WHEREAS, the City of Seattle, through its Area Agency on Aging, operated by the Seattle Human Services' Aging & Disability Services Division, possesses the specialized expertise and capacity to perform the duties of an Administrative Hearing Coordinator as identified herein on behalf of Kitsap County's Division of Aging & Long-Term Care.

WHEREAS, this Agreement represents a unique, first-of-its-kind collaborative model where one jurisdiction handles fair hearing legal and administrative services on behalf of another to ensure program compliance and efficiency.

WHEREAS, Kitsap County and the City of Seattle desire to establish a long-term professional relationship to ensure the stable administration of HRSN hearings, subject to the availability of funding and the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants, the parties agree as follows:

SECTION 1. DEFINITIONS

- A. Area Agency on Aging ("AAA") means a public or private non-profit agency, designated by the state under the Older Americans Act, responsible for the comprehensive and coordinated system of services for older adults and individuals with disabilities within a specific Planning and Service Area. The AAA functions as the local lead agency for planning, program development, and advocacy, and acts as the authorized agent for the Department in the administration of Medicaid-funded social supports, including the specialized coordination of administrative hearings.
- B. Administrative Hearing means the administrative hearing legal process allowing individuals the right to challenge a government action to verify it was valid and based on laws and rules and designed to be user friendly for appellants who represent themselves (not attorneys) with relaxed rules of evidence and procedure.

Individuals receiving or wanting to receive HRSN services have the right to an administrative hearing for any action indicated on the HRSN notice including, but not limited to approval, denial, reduction, or termination of services or eligibility.

- C. Aging and Long-Term Support Administration (“ALTSA”), as known as Home and Community Living Administration (“HCLA”) means a Division of the Washington Department of Social and Health Services responsible managing programs that serve seniors and individuals with disabilities, including the Long-Term Care (LTC) Manual which governs the administrative hearing process for these Services
- D. Department means collectively to the Washington State Department of Social and Health Services (DSHS), the Washington State Health Care Authority (HCA), and the Area Agencies on Aging (AAA).
- E. HRSN means the Health-Related Social Needs, which refers to a Medicaid program authorized under the federal Section 115 Medicaid Transformation Program 2.0 waiver designed to provide non-medical social supports to eligible individuals.
- F. HRSN Administrative Hearing Coordination means the Health-Related Social Needs administrative hearing process allowing individuals the right to challenge a government action to verify it was valid and based on laws and rules. It is designed to be user-friendly for appellants who represent themselves with relaxed rules of evidence and procedure.
- G. HRSN Administrative Hearing Coordinator (“HRSN AHC”) means an employee of Seattle designated to function as the authorized agent of the Health Care Authority (HCA) who represents Kitsap County and the HCA in all activities related to HRSN administrative hearings.
- H. Personal Information means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- I. 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 164. 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 informative, transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232(a)(4)(b)(iv).
- J. Services means the full range of activities performed by Seattle under this Agreement, including but not limited to: (i) Program Infrastructure and Readiness (setup, training, and maintaining the administrative firewall); (ii) HRSN Administrative Hearing Coordination (case review, report preparation, and representation); and (iii) all other duties and obligations described in herein.

SECTION 2. PURPOSE, AUTHORITY, COMPLIANCE

- A. Purpose. The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties and establish a long-term partnership where Seattle manages and represents Kitsap County in all administrative hearings requested by individuals regarding their eligibility for or delivery of HRSN services; and define the responsibilities of the parties as contemplated in RCW 39.34.030 and DSHS Contract KC-081-26-A.

- B. Designation, Authority. Kitsap County hereby designates Seattle as its authorized representative for all matters related to HRSN Fair Hearings. In this capacity, Seattle shall have the authority to act as the HRSN AHC and shall function as the authorized agent of the Health Care Authority to represent both Kitsap County and the HCA before the Office of Administrative Hearings.
- C. Regulatory Compliance. The terms and conditions of Kitsap County's contract with DSHS (Contract Number KC-081-26-A), including all future amendments, protocols, and exhibits (collectively "DSHS Contract"), are hereby incorporated by reference. Seattle shall perform all Services in strict compliance with the DSHS Contract, the HCLA/ALTSA Long-Term Care Manual, Chapter 26 (Administrative Hearings), the 1115 Medicaid Transformation Project Waiver, and Federal Home and Community Based Services (HCBS) Waivers, all of which are incorporated by reference. This Agreement further incorporates by reference and mandates adherence to all applicable state and federal laws and governing documents, including the Medicaid State Plan, WAC 182-526, the WA State HRSN Infrastructure Protocol, the Eligibility and Implementation Guide for the HRSN Program, federal HIPAA regulations (45 CFR Parts 160 and 164). Seattle shall maintain a clear written firewall between eligibility determination and service provision as required by these authorities.
- D. Digital Accessibility (WCAG Compliance). To the extent this Agreement involves the creation, hosting, or maintenance of digital content, software, or web-based applications intended for use by the public or County employees, Seattle warrants that such deliverables shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or the most current version adopted by the County. If a digital deliverable is found to be non-compliant, Seattle shall, at its own expense, promptly remediate the content to meet the required standards. Seattle shall provide accessibility testing results or a Voluntary Product Accessibility Template upon the County's request.

SECTION 3. ADMINISTRATION, ORGANIZATION

- A. No Separate Entity. This Agreement does not create a separate legal or administrative entity, nor do the parties intend to create a separate legal or administrative entity subject to suit.
- B. Administration. The Kitsap County Aging Administrator and the City of Seattle Human Services Department Director, or their designees (each a "Designated Administrator"), will administer this Agreement for each party and will meet as needed to review and discuss the operations and performance of the Services identified in the Agreement. Neither party intends to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees.
- C. Property, Assets. ~~The parties do not anticipate the joint acquisition of real or personal property. Any property or fixed assets acquired by a party during the term of this Agreement shall remain the sole property of the acquiring party. Upon partial or complete termination, each party shall retain the property it acquired; no joint assets shall be subject to distribution or disposal, and no property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.~~
- D. Independent Capacity. Each party and its employees or agents shall act as independent contractors and remain employees of their respective originating party. This Agreement does not create an agency or employee status between the parties. Neither party has the authority to bind the other. Each party's rights, duties, and obligations shall remain with that party.

SECTION 4. SERVICES

- A. Services. Seattle shall provide Services for Kitsap County HRSN Administrative Hearing Coordination for Kitsap County in strict accordance with the Washington State Department of Social and Health Services Home and Community Living Administration. This includes, but is not limited to, receiving hearing requests,

preparing the mandatory Hearing Report, coordinating with witnesses, and representing the interests of Kitsap County and the Health Care Authority (HCA) during the proceedings. Seattle shall ensure all coordination activities are appropriately documented as required by the DSHS Contract. All Services will be provided based on Kitsap's needs and Seattle's available resources. The Contactor is responsible for up to 2 fair hearings per month and no more than 6 fair hearings in the contract period. Fair hearings that exceed this number will be returned to Kitsap Aging and Long Term Care to process.

- B. Infrastructure, Readiness. Seattle shall establish and maintain the necessary administrative infrastructure to ensure HRSN Services are available and compliant. This includes developing internal policy protocols, ensuring staff are trained on 1115 Medicaid Transformation Project Waiver requirements, and maintaining the required administrative firewall between the staff performing eligibility determinations and those providing hearing representation. Seattle shall further perform all activities associated with the life cycle of an administrative hearing, including representing the parties before the OAH and performing all associated pre-hearing and post-hearing activities.
- C. Data Management, Reporting. Seattle shall maintain all records related to HRSN hearings and program administration in a manner that ensures the confidentiality of Personal Information and PHI. Seattle shall provide Kitsap County with regular updates on hearing status and outcomes to ensure accurate program monitoring and compliance with state reporting requirements.

SECTION 5. TERM, EFFECTIVE DATE, COMPENSATION, INVOICING

- A. Term, Effective Date. This Agreement shall be effective on July 1, 2026 ("Effective Date") and shall remain in effect until June 30, 2027, unless terminated or extended. In accordance with RCW 39.34.040, the County shall file this Agreement with the Kitsap County Auditor's Office or, alternatively, list it on the County website or other electronically retrievable public source prior to the Effective Date.
- B. Compensation. The total compensation paid under this Agreement is \$10,000.00 for the term of the Agreement for the Services provided. Kitsap shall pay Seattle in equal monthly installments in recognition of the ongoing Infrastructure and Readiness services provided. The parties agree that these monthly payments represent the actual costs for maintaining program readiness as provided in RCW 43.09.210. Compensation for these Services must comply with the "actual cost" requirements of RCW 43.09.210.
- C. Invoicing. Seattle shall submit ~~one~~ complete correct monthly invoice, unless otherwise provided. Monthly billing shall use the Kitsap County invoice forms that include: (1) invoice date and number; (2) Contract number, (3) Seattle's name, address, phone and email; (4) itemized request for monthly infrastructure and Readiness reimbursement. County may, without penalty, reject non-compliant or electronic invoices and suspend payment until a corrected invoice is received. Seattle is prohibited from assessing any fees, surcharges, or processing costs for paper invoices.

SECTION 6. TERMINATION

- A. Termination for Convenience. Each party shall have the right to terminate this Agreement, in whole or in part, with or without cause and without penalty, by providing 30 days' prior written notice to the other.
- B. Termination for Default. County may immediately terminate the Agreement, in whole or part, if Contractor: (1) breaches a material term; (2) fails to make satisfactory progress as determined by County; (3) makes a misrepresentation or breaches a warranty; or (4) is debarred or suspended. Contractor shall immediately notify County of suspension or debarment. If a termination for default is later found unjustified, it shall automatically convert to a Termination for Convenience.

- C. Availability of Funds. Payment is contingent upon availability of appropriated funds. If funding is reduced or withdrawn, County may, without penalty, terminate the Agreement in whole or part or accept a reduced price. Contractor waives all claims for anticipated profits, overhead, or damages resulting from funding reductions.

SECTION 7. INDEMNIFICATION, INSURANCE, GOVERNING LAW, NOTICE

- A. Indemnification. Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the performance of this Agreement by the indemnitor or its elected or appointed officials, officers, employees and agents. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees, or agents of the indemnitor or of any contractor or subcontractor of the indemnitor. Each party shall have the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of the party's indemnity obligations under this Agreement. For the purposes of this Agreement, Seattle specifically and expressly waives its immunity under Title 51 RCW (Industrial Insurance), solely for the purposes of the indemnification and hold-harmless provisions contained herein. Seattle acknowledges that this waiver was mutually negotiated.
- B. Insurance. During the term of this Agreement, each party shall maintain in force at its own expense sufficient insurance to cover their respective indemnity obligations under this Agreement.
- C. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, both as to its interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington, or as provided by RCW 36.01.050.
- D. Notice. All notices will be delivered in writing to the Designated Administrator of the other party. All notices must be in writing and are deemed given: (i) upon hand delivery with a signed receipt; (ii) three business days after being sent by certified or registered U.S. Mail, return receipt requested; or (iii) the next business day after email transmission, provided the sender receives a manual or automated acknowledgment of receipt. If no email acknowledgment is received within two business days, notice must be resent via mail or hand delivery to be effective. A party may change its Designated Administrator or their contact information by providing five business days' written notice to the other party.

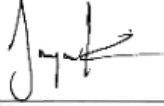
SECTION 8. GENERAL PROVISIONS

- A. Data Security. Each party shall utilize any digital systems, software, or data shared under this Agreement solely for its intended purpose and in strict compliance with all applicable laws. Neither party shall attempt to decompile, disassemble, or reverse engineer any software provided, nor knowingly introduce malicious programs into the other party's systems. In the event of a security-related incident or threat to system integrity, the discovering party shall provide written notice to the other party's Administrator within two (2) business days. Should a security breach occur, the party responsible for the breach shall be responsible, at its own expense, for complying with all applicable notification requirements identified in RCW 42.56.590 or RCW 19.255.010.
- B. Public Records Act. The parties acknowledge that both agencies are subject to the Public Records Act, Chapter 42.56 RCW ("Act") and each party agrees to maintain all records constituting public records and to work cooperatively with the other produce or assist the other party in producing such records, within the time frames and parameters as provided by law. Each party agrees to notify the other party within two business days of receiving a public record request regarding this Agreement or the Services provided.

- C. Compliance With Laws. The parties shall comply with all applicable laws, rules, and regulations required in connection with the Services provided and matters covered in this Agreement, including, but not limited to, applicable regulations of the Washington Department of Labor and Industries, such as the WA-DOSH Safety Regulations, and all relevant state and federal workplace safety requirements.
- D. Nondiscrimination. Neither party will discriminate against any person based on race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
- E. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
- F. No Third-Party Rights. This Agreement is solely for the benefit of the parties and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, that is enforceable at law or in equity by any third person.
- G. Assignment. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
- H. Waiver. A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequently exercising such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party.
- I. Integration, Severability. This Agreement is the parties' entire agreement, superseding all prior agreements. The terms of this Agreement shall exclusively govern the parties' relationship. All additional, conflicting, or inconsistent terms introduced by Seattle, whether embedded in invoices, websites, software clickwrap, online portals, or other communications are void, shall not modify or supplement this Agreement and have no legal effect against the County. Headings are for convenience only. Every term required by law is incorporated. This Agreement shall not be construed against any party as the drafter. If any provision is held invalid, it shall be modified to the minimum extent necessary to comply with Washington law, and the remainder shall remain in effect.
- J. Survival. Those provisions of the Agreement that by their sense and purpose should survive the expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each party, compensation, and indemnification.
- K. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
- L. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and duplicate originals.
- M. Authorization. Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

DATED this 5 day of October, 2026

CITY OF SEATTLE



Tanya Kim, Director
Department of Human Services

DATED or ADOPTED this 14 day of Sept., 2026.

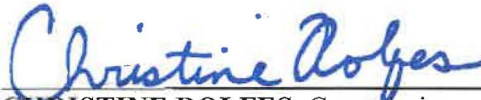
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



ORAN ROOT, Chair



KATHERINE T. WALTERS, Commissioner



CHRISTINE ROLFES, Commissioner

ATTEST:



Clara Jewell, Interim Clerk of the Board



June 1, 2026

TO WHOM IT MAY CONCERN

RE: City of Seattle Self-Insurance Program

This is to verify the City of Seattle's Liability Insurance Programs for General Liability, Automobile Liability and Worker's Compensation. The City maintains a \$15 million per occurrence primary self-insured layer and purchases several layers of excess liability insurance. The City's self-insurance for General Liability and Auto Liability renews June 1st 2027. The City's self-insurance for Workers' Compensation renews October 15th, 2026.

The City of Seattle's primary self-insured retention program is administered in-house and approved by the State of Washington. In the event of an incident that occurred because of the City's negligence or for which the City was found responsible, indemnification would be addressed under this program. Provisions of the Seattle Municipal Code would be followed, with subrogation as may be appropriate.

If the above described self-insurance program is cancelled or materially reduced, the City will make available not less than ten (10) days notice.

Please contact me at 206-386-1091 or Courtney.Beauchene@Seattle.gov if you need additional information.

Sincerely,

Courtney Beauchene

Courtney Beauchene
Risk Manager / City of Seattle

REPORT FRAUD

[Home](#)
[FAQs](#)
[FOIA](#)
[Contact](#)
[HEAT](#)
[Download Reader](#)

U.S. Department of Health & Human Services

Office of Inspector General

U.S. Department of Health & Human Services

Advanced

[About OIG](#)
[Reports & Publications](#)
[Fraud](#)
[Compliance](#)
[Exclusions](#)
[Newsroom](#)
[Careers](#)

[Home](#) > [Exclusions](#)

Visit our [tips page](#) to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Entities

No Results were found for

- > City of Seattle

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 6/2/2025 7:14:37 PM EST on OIG LEIE Exclusions database.
 Source data updated on 7/10/2025 9:01:00 AM EST

[Return to Search](#)

Entity Name	Exclusion Type	Effective Date	Expiration Date	Source
City of Seattle	Excluded	01/01/2025	01/01/2026	LEIE