

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<h2>INTERLOCAL AGREEMENT</h2> <h3>WA Cares Outreach</h3>	DSHS Agreement Number: 2469-56352				
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number: Contractor Contract Number:				
CONTRACTOR NAME Snohomish County		CONTRACTOR doing business as (DBA) Snohomish County LTC & Aging Division				
CONTRACTOR ADDRESS ATTN HSD Contracts 3000 Rockefeller Avenue MS 305 Everett, WA 98201-4046		<table border="1"> <tr> <td>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</td> <td>DSHS INDEX NUMBER</td> </tr> <tr> <td>313-014-461</td> <td>1065</td> </tr> </table>	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER	313-014-461	1065
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CONTRACTOR CONTACT Laura White	CONTRACTOR TELEPHONE (425) 388-7360	<table border="1"> <tr> <td>CONTRACTOR FAX</td> <td>CONTRACTOR E-MAIL ADDRESS</td> </tr> <tr> <td>(425) 388-7304</td> <td>laura.white@snoco.org</td> </tr> </table>	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS	(425) 388-7304	laura.white@snoco.org
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(425) 388-7304	laura.white@snoco.org					
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Management Services Division	DSHS CONTRACT CODE 1000LC-69				
DSHS CONTACT NAME AND TITLE Tammy Layton Contracts Specialist		DSHS CONTACT ADDRESS 4500 10th Ave SE Lacey, WA 98503				
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS tammy.layton1@dshs.wa.gov				
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBER(S)				
AGREEMENT START DATE 07/01/2024	AGREEMENT END DATE 06/30/2025	MAXIMUM AGREEMENT AMOUNT \$315,000.00				
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit Exhibit A: Registration for Services and Supports Providers <input type="checkbox"/> No Exhibits.						
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.						
CONTRACTOR SIGNATURE Harper, Lacey <div style="font-size: small; margin-top: 5px;"> Digitally signed by Harper, Lacey Date: 2024.12.19 11:37:06 -08'00' </div>	PRINTED NAME AND TITLE Executive Director	DATE SIGNED				
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED				

COUNCIL USE ONLY	
Approved	<u>12/18/2024</u>
ECAF #	<u>2024-2804</u>
MOT/ORD	<u>Motion 24-464</u>

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "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.
 - i. "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.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor 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 Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

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and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **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.

6. **Confidentiality.**

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the

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Confidential Information by:

- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
- (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

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7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **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.
9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations;

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Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

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

17. **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 Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

18. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business

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days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

19. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

20. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract 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 Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor 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 Contractor has a right to grant such a license.

21. Subrecipients.

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- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor 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 a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

22. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or

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violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

23. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. “Adult Day Services” or “Adult Day Care” & “Adult Day Health” means services consisting of adult day health, adult day care, or both.
 - (1) Adult Day Care: Centers provide supervised daytime programs to support families by providing care and meaningful activities to beneficiaries who need assistance or supervision throughout the day.
 - (2) Adult Day Health: Provide supervised daytime programs that include skilled nursing and rehabilitative therapy services, such as physical therapy and occupational therapy to those who need that level of assistance throughout the day.
 - b. “Dementia Support” offers Community-based, non-medical support to beneficiaries and their caregivers to improve care for the beneficiary with dementia by:
 - (1) Helping develop a behavioral support plan for the beneficiary.
 - (2) Providing legal services to write a simple will or draft of power of attorney (POA, including durable POA, medical POA, or both).
 - c. “Education and Consultation” means non-medical education behavior management and training regarding the beneficiary’s diagnosis and chronic health issues aimed at support the beneficiary to better manage their activities of daily living (ADL), and their health and wellness.
 - d. “Environmental Modification” means service to provide needed changes to a beneficiary’s residence such as ramps, stair lifts, and widened doorways for a wheelchair in the home to increase, improve or maintain the beneficiary’s health, welfare, safety, and independence.
 - e. “Home Delivered Meals” or “HDM” means Home delivered meals provides nutritionally balanced meals delivered to beneficiary’s home.
 - f. “Home Safety Evaluation” means an Assessment of an eligible beneficiary’ home (rented or owned) by a professional therapist to identify, reduce, or eliminate potential hazards to minimize injury and improve accessibility.
 - g. “In-Home Personal Care” (Home care agencies), Including Respite means Physical or verbal assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) provided because of a person’s functional disability. This is a paid care that takes place where the recipient lives.
 - h. “Nurse Delegation” or “ND” means a role within the Registered Nurse (RN) Scope of Practice. It allows an RN to delegate specific skilled nursing tasks to registered nursing assistants or home care aides for beneficiaries who have a skilled nursing task need.
 - i. “Personal Emergency Response Systems” or “PERS” means a service to secure help in an emergency through an electronic devise that is either connected to the beneficiary’s phone (landline) or operates using Global System of Mobile Communication (GPS) cellular signals and is programmed to signal a response center that is staffed by trained professionals who will immediately summon help for the beneficiary.
 - j. “Private Duty Nursing” or “PDN” means a program that provides in-home skilled nursing care to

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individuals who would likely otherwise be service in a medical institution. Individuals using PDN services are typically dependent on a technology modality, including mechanical ventilations, complex respiratory support, tracheostomy, intravenous (IV) or parenteral administration of medications, or IV administration of nutritional substances. The purpose of PDN

(1) Provide community-based alternatives to institutional care of clients who have complex medical needs and require skilled nursing care on a continuous and daily basis that can be provided safely outside of an institution.

(2) Support client families, who must assume a portion of the recipient's care.

- k. "Professional Services" means services to help an individual remain safely in their community setting. Professional services include Private Duty Nursing, Nurse Delegation, and Skilled Nursing.
- l. "Services that Assist paid and unpaid caregivers" means physical or verbal assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs) provided because of a person's functional disability. This is paid care that takes place where the recipient lives.
- m. "Skilled Nursing" means a service that is intended for short-term, intermittent treatment of acute conditions or exacerbation of chronic conditions when not available through a beneficiary's medical insurance or treatment of chronic, stable, long-term conditions that cannot be delegated or self-directed.
- n. "Transportation" means transportation services to support beneficiaries to and from the grocery store, medical appointments, social services, and recreational activities. Typical transportation services will include but not be limited to trip or mileage reimbursement, bus passes, taxi scripts and ferry tickets.

2. **Purpose.** Area Agencies on Aging (AAA) will implement an outreach plan to reach as many people as possible with information about WA Cares to inform audiences about key aspects of WA Cares. The AAA will use their local planning expertise to develop a relevant and adequate service network for the WA Cares Fund beneficiaries. The AAA will focus on services that support people who want to receive care in their home, including support for unpaid family caregivers of beneficiaries.
3. **Statement of Work.** The AAA shall ensure that services provided under this Contract at all times meet the specifications described within this contract and following:
 - a. The list of services AAAs will provide are included in Exhibit A, WA Cares Fund: Contracting for Services and Supports. WA Cares Fund providers are required to be registered by DSHS and will be monitored based on risk. Providers will have appeal rights if they are denied registration or removed from registration.
 - b. Department of Social and Health Services (DSHS) and AAA will develop policy and expectations for roles and responsibilities of registration and ongoing monitoring of providers. Provider registration will open as early as July 2025 and AAAs will engage with DSHS on planning for staging these efforts appropriately. The AAAs will proactively engage in provider training and change management activities, so providers are prepared to support a new model of service delivery managed primarily by the beneficiary without case management, using Provider One for pre-authorization and claiming.
4. **WA Cares Fund population assumptions.** WA Cares estimates 25,000 to 50,000 new beneficiaries needing access to WA Cares Fund by FY27, with 10,000 to 20,000 new beneficiaries each year thereafter. Some of these beneficiaries will already have long-term care services and will convert to WA

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Cares as a new payment source. Others will be newly ill or injured and requiring long-term care for the first time.

All beneficiaries who get access to full WA Cares benefit in FY27 will have worked at least 500 hours in the last three years. The majority will not be receiving Medicaid long-term care services nor be eligible for Medicaid immediately after exhausting WA Cares Fund benefits. It is projected that 60% to 70% of WA Cares Fund beneficiaries will receive services while living in their home. Some beneficiaries who were born before 1968 and have only worked one or two years at 500 hours per year will have access to prorated benefit of \$3,650 or \$7,300 respectively.

5. **Additional Requirements.** Aging and Long-Term Support Administration (AL TSA) will be developing rules, policies, training materials, and other requirements during this contract period which will support the success of AAAs in completing the milestones within the contract. AAAs will engage with AL TSA on policy development for provider registration and monitoring, change management and training, including ongoing communication strategies with potential providers.

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

6. **Consideration.** Total consideration payable to the AAA for satisfactory performance of the work under this Agreement is a maximum of **\$315,000** including any and all expenses.

- a. The AAA will bill 1/3 of the Provider Network Development contract amount upon completion of each milestone on the due date, up to **\$210,000**.
- b. The AAA will bill 1/4 of the outreach contract amount upon completion of each milestone on the due date, up to **\$105,000**.

7. **Billing and Payment.**

- a. **Invoice System.** The AAA shall submit invoices using State BARS Form. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to DSHS by the AAA.
- b. **Payment.** Payment for required milestones will be billed to DSHS in 1/3 increments. Milestones must be submitted to Ali Lafontaine at ali.lafontaine@dshs.wa.gov. Milestones must be completed by due dates as outlined in statement of work. If a milestone is not submitted within seven (7) days of the due date, DSHS will reduce payment to the AAA by 10% for each week following the 7 days a milestone is delayed. Incomplete milestones will not be accepted. DSHS will notify the AAA Director within 7 days of submittal if the milestone is not complete, and the AAA will have 7 days to correct the milestone billing before a reduction in payment is applied.

8. **Required Milestones:**

Staffing Plan	Develop a staffing plan including proposed dates of hire/assignment to WA Cares Fund. Include preferred contact for policy and process development related to provider network development, registration, and monitoring.	Due July 31, 2024
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Gap analysis	<p>Using the list of services in Exhibit A (<i>WA Cares Fund: Contracting for Services and Supports</i>) and corresponding definitions, submit a gap analysis report to include the following:</p> <ol style="list-style-type: none"> a. For each service defined by WA Cares, include the number of existing providers in the PSA. Indicate if there are waitlists and the average wait times for services. Identify service gaps in rural areas, cultural considerations, and language access needs relevant to the local PSA. b. Analysis of private pay providers in the local area that may be engaged to increase capacity in high priority services and strategies the AAA will use to engage them. These should be new providers not currently engaged with the AAA for any service provision. Identify strategies for rural areas, cultural considerations, and language access needs relevant to the local PSA. c. Identify provider pain points to address via change management and strategies the AAA will use to address provider shortages in areas including home care, transportation, home delivered meals, adult day services, and environmental modifications. 	September 30, 2024
Change management, training, registration plan	<p>The AAA will submit a provider change management, training, and registration plan to include the following for each service:</p> <ol style="list-style-type: none"> a. Timeline of provider outreach and engagement for change management and awareness of 	Due February 28, 2025

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	<p>registration requirements and training.</p> <p>b. Materials developed by the AAA to engage providers.</p> <p>c. List of training needs for providers including any gaps the AAA would suggest ALTSA address in training materials.</p> <p>d. Identify providers that will need hands on or direct training by the AAA and include projected dates of training.</p> <p>e. Proposed registration completion date, no later than June 1, 2026.</p>	
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- a. Milestones to be submitted to Ali LaFontaine at ali.lafontaine@dshs.wa.gov. Milestones need to be submitted within seven (7) calendar days of the due date to ensure pace with WA Cares planning needs for the entire state. If a milestone is not submitted within seven days (and a request for extension due to extenuating circumstances was not received and approved), ALTSA will reduce payment to the AAA by 10% for each week following the 7 days a milestone is delayed. Incomplete milestones will not be accepted. ALTSA will notify the AAA Director within 7 days of submittal if the milestone is not complete, and the AAA will have 7 calendar days to correct it before the reduction is applied.

- 9. State or Federal Audit Requests.** The Contractor is required to respond to State or Federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.

10. WA Cares Fund Outreach.

- a. AAAs shall implement an outreach plan to reach as many people as possible with information about WA Cares and inform audiences about key aspects of WA Cares, including how contributions work, optional exemptions, using benefits, and covered services. AAAs shall amplify statewide messaging on WA Cares and serve as a resource for WA Cares communications and outreach staff. AAAs will implement outreach proposals approved by WA Cares Fund to include:
- (1) Summary of planned strategy including background information to illustrate reasoning for the approach
 - (2) List of local-level priority audiences
 - (3) List of channels or tactics the AAA will use to reach priority audiences
 - (4) List of metrics the AAA will track to measure the success of each tactic
 - (5) Timeline for completing proposed activities
 - (6) Budget needed to implement proposal

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- b. Outreach proposals for FY25 shall be completed and submitted to WA Cares Fund by July 31, 2024.
- c. All AAAs working on WA Cares outreach will complete these standard activities:
 - (1) Upon request, connect WA Cares staff with key partners in their community and help with requests to inform statewide outreach (no more than one hour of time per quarter).
 - (2) Attend meetings at least quarterly with WA Cares outreach staff (scheduled monthly for one hour each) to receive updates on statewide outreach, ask questions and request any additional materials or support.
 - (3) Submit quarterly reports on outreach activities using the template provided.
- d. AAAs will be paid 1/4th of the outreach contract amount for the completion of activities in each quarter based on submission of the quarterly report. Reports are due the 15th of the month following the close of the quarter to Kristen.maki@dshs.wa.gov and ali.lafontaine@dshs.wa.gov.

WA Cares Fund:

Registration for Services and Supports Providers

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

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

Below is the agreed-upon division of contracting responsibilities¹:

DSHS/AL TSA

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

AAAs

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

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