



Snohomish County

Human Services

September 17, 2025

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Dave Somers
County Executive

RE: DSHS Contract # 2569-64907

Dear Ms. Renz:

Snohomish County is in receipt of grant agreement **DSHS Contract # 2569-64907**, which includes pass-through dollars from the Department of Health and Human Services (HHS). As you may be aware, Snohomish County, along with other local government plaintiffs, has successfully challenged grant terms and conditions the Department of Health and Human Services ("HHS") and its operating division and agencies have included in grant agreements and other documents.

Pursuant to a Preliminary Injunction in *King County et al. v. Turner et al.*, 2:25-cv-00814-BJR (W.D. Wash.)(issued August 12, 2025)("Order"), in which Snohomish County is a plaintiff, HHS and its operating divisions and agencies, are enjoined from "imposing or enforcing the HHS Grant Conditions...or any materially similar terms or conditions at any stage of the grant-making process, including but not limited to in new grant applications, notices of funding availability or opportunity, certifications, grant agreements or post-award submissions as to any HHS funds awarded directly or indirectly...." See Order at 40. A copy of the Preliminary Injunction is enclosed with this letter for your reference, and a list of the HHS Grant Conditions can be found on pages 48-50.

Snohomish County has carefully reviewed **DSHS Contract # 2569-64907** and has not found the HHS Grant Conditions or materially similar conditions within this Agreement. Snohomish County's consent to this agreement is contingent upon the absence of the HHS Grant Conditions or any materially similar conditions, including in conditions to be later incorporated by the Special Terms and Conditions, Section 11.

Sincerely,

Mary Jane Brell Vujovic, Director
Snohomish County Human Services

Enclosure: Preliminary Injunction *King County et al. v. Turner et al.*, 2:25-cv-00814-BJR (W.D. Wash.)(issued August 12, 2025)

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NO. 2:25-cv-814

MARTIN LUTHER KING, JR. COUNTY, *et al.*

Plaintiffs,

vs.

SCOTT TURNER in his official capacity as
Secretary of the U.S. Department of Housing
and Urban Development, *et al.*,

Defendants.

**ORDER GRANTING PLAINTIFFS'
THIRD MOTION FOR
PRELIMINARY INJUNCTION**

I. INTRODUCTION

Congress, as the branch of government constitutionally entrusted with the power of the purse, has long made critical investments in programs to end homelessness, strengthen communities, and improve local infrastructure. These budget decisions are not mere technical exercises, they reflect difficult judgments (and compromises) about how best to allocate our nation's resources. Every dollar allocated is a deliberate decision on how to serve the public good. And under the constitution, it is Congress—not the President—that has the authority to

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1 make those judgments. Yet that is precisely what the Plaintiffs in this case allege the current
2 administration has attempted to override. They contend that the Trump Administration
3 unlawfully seeks to impose hotly contested political conditions on funds that Congress has
4 already appropriated—substituting the Executive’s preferences for the will of Congress, in clear
5 defiance of constitutional limits.

6 On June 3, 2025, this Court enjoined Defendants U.S. Department of Housing and Urban
7 Development (“HUD”) and U.S. Department of Transportation (“DOT”) from imposing
8 unlawful funding conditions on an estimated \$4 billion in HUD Continuum of Care Program
9 (“CoC”) and DOT grants that had been awarded to the then Plaintiffs—at the time 31 local
10 governments and agencies—to support vital programs across the country, including
11 homelessness prevention and transportation infrastructure. This Court determined that those
12 Plaintiffs are likely to succeed on the merits of their claims that Defendants’ actions violated the
13 Administrative Procedure Act (“APA”), 5 U.S.C. § 551 *et seq.*, as contrary to the constitution
14 and in excess of statutory authority, and arbitrary and capricious.

15 On July 10, 2025, Plaintiffs filed an amended complaint in which they added
16 approximately 30 additional local governments and agencies as plaintiffs and the U.S.
17 Department of Health and Human Services (“HHS”) as a defendant. Currently before the Court is
18 Plaintiffs’ Third Motion for Preliminary Injunction. Dkt. No. 186. Plaintiffs allege that not only is
19 HUD attempting to impose the same unlawful funding conditions that this Court previously
20 enjoined on CoC grants awarded to some of the newly added Plaintiffs, but it is attempting to
21 impose the funding conditions on all HUD grants, regardless of whether they are CoC grants.
22 Plaintiffs further claim that DOT is also attempting to impose the same previously enjoined

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1 funding conditions on grants awarded to some of the newly added Plaintiffs. Lastly, Plaintiffs
 2 allege that HHS has begun imposing substantially similar unlawful funding conditions on its
 3 grants. Plaintiffs assert that Defendants’ actions threaten more than \$12 billion in funding that is
 4 needed to support essential and life-sustaining programs in their communities and seek a
 5 preliminary injunction extending the relief that this Court previously granted in June 2025 to the
 6 newly added Plaintiffs that have CoC and/or DOT grants, barring HHS from applying the
 7 unlawful funding conditions on its grants, and barring HUD from doing the same as to all of its
 8 grant programs.

9 Having reviewed the briefs and exhibits filed in support of and in opposition to the motion, the
 10 record of the case, and the relevant legal authority, the Court will grant the motion. The reasoning for
 11 the Court’s decision follows.

12 II. PROCEDURAL HISTORY

13 This case started on May 2, 2025 when Martin Luther King, Jr. County (“King County”),
 14 Pierce County, Snohomish County, City and County of San Francisco (“San Francisco”), Santa
 15 Clara County, Boston, Columbus, and New York City (collectively, “the Original Plaintiffs”)
 16 sued HUD, DOT, and the Federal Transit Administration (“FTA”), as well as the agencies’ heads
 17 in their official capacities, challenging the imposition of new funding conditions on grants that the
 18 Original Plaintiffs had been conditionally awarded for fiscal year 2024.¹ Dkt. 1. Seven of the
 19 Original Plaintiffs (excluding Columbus) then moved for a temporary restraining order (“TRO”)
 20 on May 5, 2025. The Court held a hearing and granted their motion two days later. Dkt. Nos. 5,

21
 22 ¹The original Defendants were HUD, DOT, Scott Turner in his official capacity as Secretary of HUD, Sean Duffy in
 his official capacity as Secretary of DOT, FTA, and Matthew Welbes as the acting Director of FTA. Dkt. No. 1 at ¶¶
 16-21.

51–52. At the conclusion of the TRO hearing, the Original Plaintiffs stated their intent to move for a preliminary injunction on the same issues subject to the TRO, which was set to expire fourteen days later. Dkt. No. 53. The Court ordered briefing and on May 21, 2025, held a hearing on the motion for a preliminary injunction. *Id.*; Dkt. No. 73. At the conclusion of that hearing, the Court determined that good cause existed to extend the TRO by another fourteen days, to June 4, 2025, and stated that it would issue a written decision on the motion for preliminary injunction by that date. Dkt. No. 73.

Later that day the Original Plaintiffs filed an amended complaint adding 23 local governments and agencies as Plaintiffs, as well as the Federal Highway Administration (“FHWA”), the Federal Aviation Administration (“FAA”), the Federal Railroad Administration (“FRA”), and the component heads in their official capacities, as Defendants.² Dkt. No. 71. The 23 newly added Plaintiffs brought the same claims and challenged the same funding conditions as the Original Plaintiffs. Dkt. 71. They also sought a TRO and preliminary injunction, which the Court granted. Dkt. Nos. 72, 152. Defendants appealed the preliminary injunction order to the U.S. Court of Appeals for the Ninth Circuit, where the appeal remains pending.³ Dkt. No. 173.

² The 23 newly added Plaintiffs were the City and County of Denver, Colorado (“Denver”), the Metropolitan government of Nashville and Davidson County, Tennessee (“Nashville”), Pima County, Arizona (“Pima County”), County of Sonoma, California (“Sonoma”), City of Bend, Oregon (“Bend”), City of Cambridge, Massachusetts (“Cambridge”), City of Chicago, Illinois (“Chicago”), City of Culver City, California, (“Culver City”), City of Minneapolis, Minnesota (“Minneapolis”), City of Pittsburgh, Pennsylvania (“Pittsburgh”), City of Portland, Oregon (“Portland”), City of San Jose, California (“San Jose”), City of Santa Monica, California (“Santa Monica”), City of Pasadena, California (“Pasadena”), City of Tucson, Arizona (“Tucson”), City of Wilsonville, Oregon (“Wilsonville”), Central Puget Sound Regional Transit Authority located in King, Pierce, and Snohomish Counties, Washington (“CPSRTA”), Intercity Transit located in Thurston County, Washington (“Intercity Transit”), Port of Seattle, Washington (“Port of Seattle”), King County Regional Homelessness Authority located in King County, Washington (“King County RHA”), Santa Monica Housing Authority, California (“Santa Monica HA”), San Francisco County Transportation Authority, located in the City and County of San Francisco, California (“SFCTA”), and Treasure Island Mobility Management Agency located in Treasure Island and Yerba Buena Island, California (“TIMMA”). Dkt. No. 71 at ¶¶ 8-38. The newly added Defendants were FHWA, Gloria M. Shepard as the acting Director of FHWA, FAA, Chris Rocheleau as acting Administrator of FAA, FRA, and Drew Feeley as acting Administrator of FRA. *Id.* at ¶¶ 39-50.

³ In moving for leave to file the second amended complaint, Plaintiffs asserted that the “claims in the [second amended complaint] challenging new grant conditions are indistinguishable on the facts and law [from] the existing

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On July 10, 2025, Plaintiffs filed a second amended complaint adding another 29 local governments and agencies as plaintiffs.⁴ Dkt. No. 184. Plaintiffs continue to challenge the HUD and DOT funding conditions as before, but now have added HUD grants outside the CoC program, and have brought new claims against HHS and its agencies, including the Administration for Children and Families (“ACF”), Health Resources and Services Administration (“HRSA”), National Institutes of Health (“NIH”), Substance Abuse and Mental Health Services Administration (“SAMHSA”), and the Centers for Disease Control and Prevention (“CDC”). As before, Plaintiffs seek a preliminary injunction enjoining the imposition of the new funding conditions on their federal grants.

The new Plaintiffs challenging the imposition of the new funding conditions on HUD CoC grants are Alameda County, Albuquerque, Baltimore, Columbus, Dane County, Hennepin

claims.” Dkt. No. 181 at 4. Defendants did not oppose the motion. While the Ninth Circuit has not ruled directly on the issue of whether a district court retains jurisdiction to allow amendment of pleadings pending appeal of a preliminary injunction, district courts within this circuit have recognized that pending interlocutory appeal they retain jurisdiction over matters that would not change the issues before the appellate court. *See e.g. Center for Food Safety v. Vilsack*, 2011 WL 672802 at *2 (N.D. Cal. 2011). In light of this, the Court concluded that it retained jurisdiction to allow the requested amendment because a significant portion of the second amended complaint simply adds new Plaintiffs challenging Defendants’ imposition of the previously enjoined unlawful funding conditions on CoC HUD and DOT grants. And while the second amended complaint does also challenge Defendants’ imposition of funding conditions on non-COC HUD and HHS grants, the challenged conditions are either identical or substantially similar to the previously imposed conditions, and the claims implicate identical legal issues. In addition, several of the newly added Plaintiffs face a fast-approaching deadline of August 16, 2025 to submit consolidated/action plans to HUD or forfeit the formula grant funding. Dkt. No. 186 at 1; Dkt. No. 184 at ¶ 623. Nevertheless, if it is determined that this Court lacked jurisdiction because an appeal is pending, then this Court issues this order as an indicative ruling pursuant to Fed. Rule of Civ. P. 62.1(3).

⁴ The 29 newly added Plaintiffs are County of Alameda (“Alameda County”), City of Albuquerque (“Albuquerque”), Mayor and City Council of Baltimore (“Baltimore”), City of Bellevue (“Bellevue”), City of Bellingham (“Bellingham”), City of Bremerton (“Bremerton”), County of Dane (“Dane County”), City of Eugene (“Eugene”), City of Healdsburg (“Healdsburg”), County of Hennepin (“Hennepin County”), Kitsap County, City of Los Angeles (“Los Angeles”), City of Milwaukee (“Milwaukee”), Milwaukee County, Multnomah County, City of Oakland (“Oakland”), City of Pacifica (“Pacifica”), City of Petaluma (“Petaluma”), Ramsey County, City of Rochester (“Rochester”), City of Rohnert Park (“Rohnert Park”), City of San Diego (“San Diego”), County of San Mateo (“San Mateo County”), City of Santa Rosa (“Santa Rosa”), City of Watsonville (“Watsonville”), Culver City Housing Authority (“CCHA”), Puget Sound Regional Council (“PSRC”), Sonoma County Transportation Authority (“SCTA”), and Sonoma County Community Development Commission (SCCDC). Dkt. No. 184 at ¶¶ 136-253.

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County, Milwaukee, Multnomah County, Oakland, Petaluma, Ramsey County, San Mateo County, and Sonoma County (collectively, “the New CoC Plaintiffs”).

The new Plaintiffs challenging the imposition of the new funding conditions on DOT grants are Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton, Cambridge, Dane County, Eugene, Healdsburg, Hennepin County, Kitsap County, Los Angeles, Milwaukee, Milwaukee County, Multnomah County, Oakland, Pacifica, Pasadena, Petaluma, PSRC, Ramsey County, Rochester, Rohnert Park, San Diego, San Mateo County, Santa Rosa, SCTA, and Watsonville (collectively, “the New DOT Plaintiffs”).

The Plaintiffs challenging the new funding conditions on non-CoC HUD grants are King County, Pierce County, Snohomish County, Boston, Columbus, San Francisco, Santa Clara, NYC, Bend Cambridge, Chicago, Culver City, Minneapolis, Nashville, Pasadena, Pima County, Pittsburgh, Portland, San Jose, Santa Monica, Tucson, King County RHA, Santa Monica HA, Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton, Dane County, Eugene, Hennepin County, Kitsap County, Los Angeles, Milwaukee, Multnomah County, Oakland, Petaluma, Ramsey County, Rochester, San Diego, San Mateo County, Santa Rosa, Sonoma County, Watsonville, CCHA, and SCCDC (collectively, “the Non-CoC HUD Plaintiffs”).

Lastly, the Plaintiffs challenging the HHS grants are Alameda County, Baltimore, Boston, Cambridge, Chicago, Columbus, Dane County, Denver, Eugene, Hennepin County, King County, Milwaukee, Minneapolis, Multnomah County, NYC, Oakland, Pacifica, Pierce

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County, Pima County, Ramsey County, Rochester, San Francisco, Santa Clara, San Mateo County, Snohomish County, and Wilsonville (collectively, “the HHS Plaintiffs”).⁵

III. FACTUAL BACKGROUND⁶

As stated above, initially this lawsuit concerned the allocation of congressionally appropriated federal funds through HUD and DOT grant programs, and several DOT operating administrations. Originally the lawsuit concerned only HUD grants through its CoC program, but with the second amended complaint, while Plaintiffs still challenge the funding conditions on the CoC grants (as well as DOT grants), they now object to funding conditions that HUD seeks to impose on all of its grants. In addition, the lawsuit has expanded to include grants administered by HHS and several of its operating administrations, including ACF, HRSA, NIH, SAMHSA, and the CDC.

A. HUD CoC and DOT Grants

HUD administers the CoC program with funds appropriated by Congress through the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11301(b)(2)–(3). The CoC program is designed to assist individuals and families experiencing homelessness by providing services to help such individuals move into transitional and permanent housing, with the goal of long-term stability. Congress established DOT in 1966 “to assure the coordinated, effective administration of the transportation programs of the Federal Government” and has established by statute a wide variety of grant programs that provide federal funds to state and local governments for public transit services. *See* Department of Transportation Act, Pub. L. No. 89-670, 80 Stat. 931 (1966).

⁵ Note, several Plaintiffs fall into more than one Plaintiff group.

⁶ This Court assumes familiarity with the detailed fact section set forth in its June 3, 2025 order granting Plaintiffs’ motions for a preliminary injunction. Dkt. No. 169.

1. The Funding Conditions on HUD CoC and DOT Grants

In the first two motions for a preliminary injunction, Plaintiffs charged HUD and DOT with imposing funding conditions that are not authorized by statute on HUD CoC and DOT grants and are therefore unlawful. Plaintiffs argued that the new funding conditions sought to coerce grant recipients dependent on federal funding into implementing the Trump Administration's policy agenda. Specifically, Plaintiffs objected to the following six conditions with respect to the CoC grants:

- A. The recipient "shall not use grant funds to promote 'gender ideology,' as defined in E.O. 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government";
- B. The recipient "agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]";
- C. The recipient "certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964";
- D. The recipient "shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment";
- E. "No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation"; and
- F. "Subject to the exceptions provided by [the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA")], the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States."

Dkt. No. 11 (“McSpadden Decl.”), Ex. A at 3. And Plaintiffs objected to the following three conditions with respect to the DOT grants:

- A. “Pursuant to section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]”;
- B. “Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this Agreement, Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws”; and
- C. “[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

Dkt. No. 71 at ¶¶ 164, 172. In addition, the new funding conditions also required recipients to comply with all executive orders. McSpadden Decl., Ex. A at 1, ¶ 5; Dkt. No. 71 at ¶¶ 168, 170.

Plaintiffs challenged Defendants’ imposition of the foregoing conditions on the grants, arguing that the conditions are unconstitutional, violate the APA, and exceed statutory authority. They further argued that they would be irreparably harmed if the conditions were imposed on the grants and sought injunctive relief from this Court.

2. This Court Grants Injunctive Relief to Plaintiffs

This Court determined that Plaintiffs were entitled to a preliminary injunction because they satisfied the *Winter* factors. Dkt. No. 169 at 30 (citing *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 22 (2008)). Plaintiffs established that they are likely to succeed on the merits of their APA claim because Defendants’ actions are contrary to the constitution, in excess of statutory

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authority, and arbitrary and capricious. *Id.* at 30-38. Plaintiffs also demonstrated that they were likely to suffer irreparable harm in the absence of preliminary injunctive relief and that the balance of equities weighed in favor of Plaintiffs. *Id.* at 39-45. Therefore, among other relief, the Court enjoined Defendants from:

(1) imposing or enforcing the new funding conditions, as defined in Plaintiffs’ motions for preliminary injunction, or any materially similar terms or conditions with respect to any HUD CoC or DOT funds awarded to Plaintiffs;

(2) with respect to Plaintiffs, rescinding, withholding, cancelling, or otherwise not processing any HUD CoC and/or DOT Agreements, or pausing, freezing, impeding, blocking, cancelling, terminating, delaying, withholding, or conditioning HUD CoC and/or DOT funds, based on such terms or conditions, including without limitation failing or refusing to process and otherwise implement grants signed with changes or other objection to conditions enjoined by this preliminary injunction;

(3) requiring Plaintiffs to make any “certification” or other representation related to compliance with such terms or conditions; or

(4) refusing to issue, process, or sign HUD CoC and/or DOT Agreements based on Plaintiffs’ participation in this lawsuit.

Id. at 46-48.

3. New HUD CoC and DOT Plaintiffs

Plaintiffs allege that despite this Court enjoining Defendants from imposing the unlawful funding conditions on the Original Plaintiffs’ HUD CoC grants, Defendants are attempting to impose the conditions on CoC grants awarded to Alameda County, Albuquerque, Baltimore, Dane County, Hennepin County, Milwaukee, Multnomah County, Oakland, Petaluma, Ramsey County, San Mateo County, and Sonoma County—the New CoC Plaintiffs. Dkt. No. 184 at ¶¶ 292-293. According to Plaintiffs, the CoC grants will allow the New CoC Plaintiffs “to continue homelessness assistance programs, ensuring [their] ability to serve their residents so they [will] not experience a sudden drop off in the availability of housing services, permanent and

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1 transitional housing, and other assistance.” *Id.* at ¶ 300. Plaintiffs further allege that in reliance
2 on the awards, many of the New CoC Plaintiffs “already notified service providers of
3 forthcoming funding and/or contracted with service providers for homelessness assistance
4 services.” *Id.* at ¶ 301.

5 In addition, Plaintiffs allege that Defendants also continue to impose the funding
6 conditions on DOT grants awarded to Alameda County, Albuquerque, Baltimore, Bellevue,
7 Bellingham, Bremerton, Cambridge, Dane County, Eugene, Healdsburg, Hennepin County,
8 Kitsap County, Los Angeles, Milwaukee, Milwaukee County, Multnomah County, Oakland,
9 Pacifica, Pasadena, Petaluma, PSRC, Ramsey County, Rochester, Rohnert Park, San Diego, San
10 Mateo County, Santa Rosa, SCTA, and Watsonville—the New DOT Plaintiffs. According to
11 Plaintiffs, each of the New DOT Plaintiffs “previously received, currently receive, or are
12 otherwise eligible to receive DOT grants, directly and/or on a pass-through basis. *Id.* at ¶ 391.
13 Plaintiffs further allege that each of the New DOT Plaintiffs rely on the DOT grants to undertake
14 transportation-related projects for the benefit of their communities.

15 Plaintiffs claim that “[t]he grant conditions that Defendants seek to impose leave [the
16 New CoC and DOT] Plaintiffs with the Hobson’s choice of accepting illegal conditions that are
17 without authority, contrary to the Constitution, and accompanied by the poison pill of heightened
18 risk of FCA claims or forgoing the benefit of grant funds—paid for (at least partially) through
19 local federal taxes—that are necessary for crucial local services.” *Id.* at ¶ 623. Finally, Plaintiffs
20 assert that loss of these grant funds would result in loss of billions of dollars in funding for
21 critical services and projects for the New CoC and DOT Plaintiffs, destabilizing their

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1 communities. *Id.* at ¶¶ 625-627. Plaintiffs request that this Court extend its injunction against
2 Defendants to the New CoC and DOT Plaintiffs’ grants.

3 **B. Non-CoC HUD Grants**

4 Plaintiffs allege that in addition to CoC grants, many of them receive or are otherwise
5 eligible to receive non-CoC HUD grants—the Non-CoC HUD Plaintiffs. These grants include
6 congressionally appropriated funding for homelessness assistance, affordable housing,
7 community development programs, and other services that benefit the Non-CoC HUD Plaintiffs’
8 communities, including the Community Development Block Grant (“CDBG”) program, 42
9 U.S.C. §§ 5303–06; the Emergency Solutions Grant (“ESG”) program, which funds emergency
10 shelters and homelessness services, *id.* §§ 11371–78; the Home Investment Partnerships
11 (“HOME”) program, which supports affordable housing, *id.* §§ 12741–56; and the Housing
12 Opportunities for Persons with AIDS (“HOPWA”) program, *id.* §§ 12901–12. Dkt. No. 184 at ¶¶
13 302-358.

14 Plaintiffs allege, and Defendants do not dispute, that HUD seeks to impose on *all* HUD
15 grants substantially similar funding conditions to those that this Court previously enjoined. As
16 evidence of this, Plaintiffs point to the fact that in April 2025, HUD amended its General
17 Administrative, National, and Departmental Policy Requirements and Terms (the “HUD Policy
18 Terms”) that sets forth the “various laws and policies that may apply to recipients of” HUD grant
19 awards. Dkt. No. 184 at ¶ 516. The amended HUD Policy Terms list President Trump’s
20 executive orders among the “laws and policies that may apply” to HUD grants as well as
21 language materially the same as the previously enjoined funding conditions. *Id.* at ¶ 520.

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1 In addition, Plaintiffs note that in May 2025, HUD amended its standard Applicant and
2 Recipient Assurances and Certifications (“the HUD Certifications”) to require applicants to
3 certify that they “[w]ill not use Federal funding to promote diversity, equity, and inclusion (DEI)
4 mandates, policies, programs, or activities that violate any applicable Federal antidiscrimination
5 laws.” Dkt. No. 271, Amaral Decl., Ex. B; Dkt. No. 184 at ¶ 522. Local governments and
6 agencies must submit the HUD Certifications with certain consolidated plans and/or action plans
7 annually as a condition to receiving CDBG, ESG, HOME, and HOPWA formula funding.

8 Lastly, on June 5, 2025, HUD’s Office of Community Planning and Development
9 (“CPD”), which administers the CoC, CDBG, ESG, HOME, and HOPWA programs, issued a
10 letter announcing HUD’s decision to impose on all CPD formula grants funding conditions
11 substantially similar to the previously enjoined funding conditions. Dkt. No. 184 at ¶¶ 524-525.
12 These funding conditions include requiring recipients to certify that they: (1) “shall not use grant
13 funds to promote ‘gender ideology,’” (2) will not “use any grant funds to fund or promote
14 elective abortions,” (3) will “use SAVE, or an equivalent verification system approved by the
15 Federal government, to prevent any Federal public benefit from being provided to an ineligible
16 alien who entered the United States illegally or is otherwise unlawfully present in the United
17 States,” and (4) agree that they will not use funding to “subsidiz[e] or promot[e] ... illegal
18 immigration or [to] seek to shield illegal aliens from deportation.” *Id.* at ¶¶ 527-533.

19 Plaintiffs claim that HUD has already notified at least three Non-CoC HUD Plaintiffs that
20 their consolidated/action plans violate the newly imposed funding conditions. For instance, HUD
21 threatened to disapprove Petaluma’s 2025 Consolidated Action Plan for CDBG funds because it
22 allegedly violated the DEI, gender ideology, and immigration funding conditions by including

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1 references to “equity,” “environmental justice,” “transgender or gender non-conforming,” and
2 “undocumented individuals.” Dkt. No. 244, Cochran Decl., Ex. B. Bellevue and King County
3 received similar notices. Dkt. No. 195, Esparza Decl., Ex. A; Dkt. No. 222, Third Supp. Marshall
4 Decl., Ex. B. HUD gave Petaluma, Bellevue, and King County less than 48 hours to remedy the
5 purported violations by scrubbing their plans of the offending language. *Id.*; Cochran Decl. at ¶
6 12. King County’s plan was subsequently disapproved. Dkt. No. 223, Holcomb Decl., Ex. A.

7 Plaintiffs further allege that the Non-CoC HUD Plaintiffs face immediate and irreparable
8 harm from imposition of the funding conditions. Several Non-CoC HUD Plaintiffs face a
9 deadline of Saturday, August 16, 2025 to submit consolidated/action plans to HUD or forfeit the
10 formula grant funding. Dkt. No. 186 at 1; Dkt. No. 184 at ¶ 623. Plaintiffs assert that loss of this
11 funding would disrupt the lives of the Non-CoC HUD Plaintiffs’ most vulnerable residents,
12 likely leading to evictions and increased homelessness and further straining local resources.
13 According to Plaintiffs, even a temporary loss of funding would set back efforts to create and
14 preserve affordable housing, ameliorate homelessness, and house low-income individuals living
15 with HIV/AIDS. Dkt. No. 184 at ¶ 625. Plaintiffs request that this Court enjoin Defendants from
16 imposing the new funding conditions on the Non-CoC HUD Plaintiffs’ grants.

17 C. HHS Grants

18 HHS administers both competitive grant programs and formula and block grant programs
19 that provide funds to local governments to enhance the health and well-being of their
20 communities. In administering grant programs, HHS often acts through its operating divisions
21 and agencies. For instance, ACF administers discretionary and formula grants to support
22 programs that serve children and families. HRSA awards a variety of competitive and formula

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1 grants including Primary Care/Health Centers, Health Workforce Training, HIV/AIDS, Organ
2 Donation, Maternal and Child Health, Rural Health, the Health Center Program, and the Ryan
3 White HIV/AIDS program. SAMHSA administers both competitive, discretionary grant
4 programs and noncompetitive formula grant programs to fund substance use and mental health
5 services to advance the behavioral health and improve the lives of those living with mental and
6 substance use disorders. The CDC provides funding to support public health systems and
7 activities by local and state governments. It supports programs such as HIV/AIDS, Viral
8 Hepatitis, STI, and TB Prevention; Chronic Disease Prevention and Health Promotion; Public
9 Health Preparedness and Response; and Injury Prevention and Control.

10 Congress annually appropriates funding for these HHS grant programs, setting forth
11 priorities and directives to the Secretary of HHS with respect to the funding. Examples of such
12 appropriation legislation are: Consolidated Appropriations Act, 2021, Pub. L. 116-260, 134 Stat.
13 1523–28, 1567–98; Consolidated Appropriations Act, 2022, Pub. L. 117-103, 136 Stat. 397–
14 402, 441–74; Consolidated Appropriations Act, 2023, Pub. L. 117-328, 136 Stat. 4808–13,
15 4854–87; Consolidated Appropriations Act, 2024, Pub. L. 118-42, 138 Stat. 272–77, 397–419.

16 Plaintiffs allege that the HHS Plaintiffs have received, currently receive, or are otherwise
17 eligible to receive federal grants administered by ACF, HRSA, SAMHSA, and CDC, among
18 others. Collectively, HHS Plaintiffs rely on over \$2 billion in appropriated federal funds from
19 HHS grant programs which support essential health programs and services in the HHS Plaintiffs'
20 communities, such as child welfare assistance, adoption and foster care services, and healthcare
21 for low-income individuals and those living with HIV/AIDS. Dkt. No. 184 at ¶¶ 475.

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1 Plaintiffs claim that like HUD and DOT, HHS has begun attaching unlawful funding
 2 conditions to HHS grants that are substantially similar to those that this Court previously
 3 enjoined, including by updating HHS's Grants Policy Statement in April 2025 ("the 2025 HHS
 4 GPS") to provide:

5 [R]ecipients must comply with all applicable Federal anti-discrimination laws
 6 material to the government's payment decisions for purposes of 31 U.S.C. §
 372(b)(4).

7 (1) Definitions. As used in this clause –

8 (a) DEI means "diversity, equity, and inclusion."

(b) DEIA means "diversity, equity, inclusion, and accessibility."

9 (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of
 10 Executive Order 14190 of January 29, 2025.

11

12 By accepting the grant award, recipients are certifying that . . . [t]hey do not, and
 13 will not during the term of this financial assistance award, operate any programs
 14 that advance or promote DEI, DEIA, or discriminatory equity ideology in violation
 15 of Federal anti-discrimination laws.

16 Dkt. No. 184 at ¶ 606.⁷

17 Plaintiffs further alleged that in addition to these agency-wide changes, several HHS
 18 operating divisions and agencies have issued their own general terms and conditions
 19 incorporating the 2025 HHS GPS. For instance, ACF updated its Standard Terms and Conditions
 20 that apply to both discretionary and non-discretionary awards, to add a certification that states:

21 ⁷ On July 24, 2025, after Plaintiffs filed the instant motion, HHS updated the 2025 HHS GPS, removing express
 22 references to DEI but stating: "By applying for or accepting federal funds from HHS, recipients certify compliance
 23 with all federal antidiscrimination laws and these requirements and that complying with those laws is a material
 24 condition of receiving federal funding streams." 2025 HHS GPS at 18, <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-july-2025.pdf>. Thus, the foregoing certification is required even to just "apply[]" for federal
 25 funds from HHS. The 2025 HHS GPS also states that "[r]ecipients are responsible for ensuring subrecipients,
 contractors, and partners also comply." *Id.*

1 *For new awards made on or after May 8, 2025, the following is effective*
 2 *immediately:*

3 Recipients must comply with all applicable Federal anti-discrimination laws
 4 material to the government’s payment decisions for purposes of [the FCA].

5 (1) Definitions. As used in this clause –

6 (a) DEI means “diversity, equity, and inclusion.”

7 (b) DEIA means “diversity, equity, inclusion, and
 8 accessibility.”

9 (c) Discriminatory equity ideology has the meaning
 10 set forth in Section 2(b) of Executive Order 14190 of
 11 January 29, 2025.

12 (e) Federal anti-discrimination laws means Federal
 13 civil rights law that protect individual Americans
 14 from discrimination on the basis of race, color, sex,
 15 religion, and national origin.

16 (2) Grant award certification.

17 (a) By accepting the grant award, recipients are
 18 certifying that:

19 (i) They do not, and will not during the term of this
 20 financial assistance award, operate any programs that
 21 advance or promote the following in violation of
 22 Federal anti-discrimination laws: DEI, DEIA, or
 23 discriminatory equity ideology.

24 *Id.* at ¶ 609.⁸

25 Likewise, HRSA issued updated general terms and conditions applicable to all active
 awards. The revised HRSA terms and conditions incorporate the 2025 HHS GPS and also
 contain the following new provision:

⁸ On July 29, 2025, ACF updated its Standard Terms and Conditions again to remove express references to DEI.

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipients, whose programs, are covered by Title IX certify as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go to the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

Dkt. No. 184 at ¶ 611. Plaintiffs allege that SAMHSA and the CDC have also updated their terms to contain funding conditions that require recipients not to promote gender ideology. *Id.* at ¶¶ 607-08.

Plaintiffs argue that foregoing funding conditions are unconstitutional, violate the APA, exceed statutory authority, and are President Trump's attempt to coerce grant recipients that rely on federal funds into implementing his political agenda. According to Plaintiffs, withholding "HHS grants from the HHS Plaintiffs would threaten or eliminate critical individual and public health services for millions of residents. Loss of funding could decimate public health budgets

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1 and cause residents, including those most vulnerable, to lose access to meals, medical care,
2 housing and lifesaving social safety net services. Loss of funding could also devastate local
3 public health and child welfare agencies, who may be forced to conduct significant layoffs and
4 operational reductions.” *Id.* at ¶ 628. Therefore, Plaintiffs request that this Court enjoin HHS
5 and/or its operating agencies from imposing the new funding conditions on the HHS Plaintiffs’
6 grants.

7 IV. DISCUSSION

8 A. Legal Standard

9 A preliminary injunction is a matter of equitable discretion and is “an extraordinary
10 remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such
11 relief.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 22 (2008). “A plaintiff seeking
12 preliminary injunctive relief must establish that [it] is likely to succeed on the merits, that [it] is
13 likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities
14 tips in [its] favor, and that an injunction is in the public interest.” *Id.* at 20. Alternatively, an
15 injunction may issue where “the likelihood of success is such that serious questions going to the
16 merits were raised and the balance of hardships tips sharply in [the plaintiff’s] favor,” provided
17 that the plaintiff can also demonstrate the other two *Winter* factors. *All. for the Wild Rockies v.*
18 *Cottrell*, 632 F.3d 1127, 1131–32 (9th Cir. 2011) (citation and internal quotation marks omitted).
19 Under either standard, Plaintiffs bear the burden of making a clear showing that they are entitled
20 to this extraordinary remedy. *Earth Island Inst. v. Carlton*, 626 F.3d 462, 469 (9th Cir. 2010). The
21 most important *Winter* factor is likelihood of success on the merits. *See Disney Enters., Inc. v.*
22 *VidAngel, Inc.*, 869 F.3d 848, 856 (9th Cir. 2017).

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B. Plaintiffs' Claims Are Reviewable under the APA

As they did when they opposed Plaintiffs' first two motions for a preliminary injunction, Defendants argue that Plaintiffs' claims are not reviewable by this Court because the actions at issue are committed to the agencies' discretion. While "the APA establishes a basic presumption of judicial review for one suffering legal wrong because of agency action, that presumption can be rebutted by a showing that . . . the agency action is committed to agency discretion by law." *Dep't of Homeland Sec. v. Regents of the Univ. of California*, 140 S. Ct. 1891, 1905 (2020) (cleaned up); 5 U.S.C. § 701(a)(2). Where that is the case, courts have no authority to review or set aside the agency's action.

However, as this Court previously concluded, this exception to the "basic presumption of judicial review" does not apply in this case. Agency action is committed to agency discretion only in those "rare instances where statutes are drawn in such broad terms that in a given case there is no law to apply, thereby leaving the court with no meaningful standard against which to judge the agency's exercise of discretion." *ASSE Int'l, Inc. v. Kerry*, 803 F.3d 1059, 1068 (9th Cir. 2015); *Texas v. United States*, 809 F.3d 134, 168 (5th Cir. 2015), as revised (Nov. 25, 2015). Once again, Defendants have failed to demonstrate that the contested conditions fall within "[t]his limited category of unreviewable actions." *Regents*, 140 S. Ct. at 1905 (citing *Weyerhaeuser Co. v. United States Fish and Wildlife Serv.*, 139 S. Ct. 361, 370 (2018)). As before, Defendants rely on *Lincoln v. Vigil*, 508 U.S. 182 (1993) for the principle that an agency's decision to cancel a program is unreviewable because how to allocate funds "'from a lump-sum appropriation' is an 'administrative decision traditionally regarded as committed to agency discretion.'" Dkt. No. 334 at 11 (citing 508 U.S. at 192). This Court previously concluded that the agency action in *Lincoln*

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1 differed materially from the actions at issue in this case, namely that the funds at issue in this case
2 are not appropriate in undifferentiated “lump sums” as they were in *Lincoln*. Dkt. No. 169 at 28.
3 Rather, the grants at issue here “abound with specific directives” that provide substantial guidance
4 as to how the agencies’ discretion should be exercised in implementing these programs. *Id.* at 28-
5 29. Defendants ignore entirely this Court’s previous conclusion, and the Court once again
6 concludes that Plaintiffs’ claims do not involve the “narrow category” of agency actions that are
7 unreviewable under the APA.

8 **C. Plaintiffs Are Likely to Succeed on the Merits of Their APA Claims**

9 The Court has already determined that Defendants’ attempt to impose the challenged
10 funding conditions on the CoC and DOT grants violated the APA. *See generally* Dkt. No. 169.
11 Defendants present no argument as to why this conclusion should not apply equally to the New
12 CoC and DOT Plaintiffs; thus, the Court concludes that the New CoC and DOT Plaintiffs are also
13 likely to succeed on the merits of their APA claim and focuses the remainder of its analysis on the
14 Defendants’ actions with respect to the non-CoC HUD and HHS grants.

15 The APA broadly “sets forth the procedures by which federal agencies are accountable to
16 the public and their actions subject to review by the courts.” *Regents*, 140 S. Ct. at 1905 (quoting
17 *Franklin v. Massachusetts*, 505 U.S. 788, 796 (1992)). Under the APA, agencies must “engage in
18 reasoned decisionmaking,” and courts are empowered to “hold unlawful and set aside agency
19 action . . . found to be (A) arbitrary, capricious, an abuse of discretion, or otherwise not in
20 accordance with law; (B) contrary to constitutional right; [or] (C) in excess of statutory
21 jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2). As stated
22 above, Plaintiffs challenge Defendants’ actions as “contrary to constitutional right” and “in excess

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of statutory authority,” and as arbitrary and capricious. *See* Dkt. No. 184, Counts 5, 6, and 7, ¶¶ 670-703.

1. Defendants’ Actions Violate the APA as Contrary to the Constitution and in Excess of Statutory Authority (Counts 6 & 7)

(a) Separation of Powers Doctrine

Under the APA, a court may set aside an agency action that is “contrary to constitutional right, power, privilege, or immunity” or “in excess of statutory jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2)(B), (C). Plaintiffs challenge Defendants’ conditions as both contrary to the Constitution’s Separation of Powers doctrine and in excess of any authority conferred by Congress. Dkt. No. 184 at ¶¶ 690-703. As with this Court’s prior order enjoining Defendants’ actions, because the Separation of Powers doctrine and the APA’s “in excess of statutory authority” standard both turn on the same essential question—whether the agency acted within the bounds of its authority, either as conferred by the Constitution or delegated by Congress—the Court addresses the claims in a single analysis.

The Separation of Powers doctrine recognizes that the “United States Constitution exclusively grants the power of the purse to Congress, not the President.” *City & Cnty. of San Francisco v. Trump*, 897 F.3d 1225, 1231 (9th Cir. 2018) (citing the Appropriations Clause, U.S. Const. art. I, § 9, cl. 7 (“No Money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law.”)). “The [Appropriations] Clause has a ‘fundamental and comprehensive purpose . . . to assure that public funds will be spent according to the letter of the difficult judgments reached by Congress as to the common good and not according to the individual favor of Government agents.’” *United States v. McIntosh*, 833 F.3d 1163, 1175 (9th Cir. 2016) (quoting *Office of Pers. Mgmt. v. Richmond*, 496 U.S. 414, 427–28, 2473 (1990)).

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1 In contrast, “[t]here is no provision in the Constitution that authorizes the President to
2 enact, to amend, or to repeal statutes.” *Clinton v. City of New York*, 524 U.S. 417, 438 (1998).
3 “Aside from the power of veto, the President is without authority to thwart congressional will by
4 canceling appropriations passed by Congress.” *San Francisco*, 897 F.3d at 1231. Quite the
5 contrary, it is well-established that an executive agency “literally has no power to act . . . unless
6 and until Congress confers power upon it.” *La. Pub. Serv. Comm’n v. FCC*, 476 U.S. 355, 374
7 (1986); *see California v. Trump*, 379 F. Supp. 3d 928, 941 (N.D. Cal. 2019), *aff’d*, 963 F.3d 926
8 (9th Cir. 2020). When an agency is charged with administering a statute, “both [its] power to act
9 and how [it is] to act [are] authoritatively prescribed by Congress.” *City of Arlington v. FCC*, 569
10 U.S. 290, 297 (2013). “Absent congressional authorization, the Administration may not
11 redistribute or withhold properly appropriated funds in order to effectuate its own policy goals.”
12 *San Francisco*, 897 F.3d at 1235.

13 Plaintiffs argue that in attempting to condition disbursement of funds in part on grounds
14 not authorized by Congress, but rather on Executive Branch policy, Defendants are acting in
15 violation of the Separation of Powers principle and “in excess of statutory jurisdiction, authority,
16 or limitations, or short of statutory right.” 5 U.S.C. § 706(2)(B), (C). Plaintiffs argue that the
17 statutes authorizing the grants at issue do not confer on Defendants the kind of authority they are
18 attempting to assert. For the reasons explained below, and in its June 3, 2025 order, the Court
19 agrees.

20 (b) The Non-CoC HUD Funding Conditions

21 Plaintiffs contend that the contested conditions must be set aside because the statute’s
22 underlying the non-CoC HUD grants do not give HUD the authority to impose “conditions that

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1 prohibit DEI or promotion of ‘gender ideology’ or ‘elective abortion’ or require participation in
2 federal immigration enforcement, immigration status verification, or adherence to EOs unrelated
3 to the grant’s purpose.” Dkt. No. 186 at 9. Defendants counter that they do have the authority to
4 impose the challenged conditions, citing to HUD regulations that require “federal agencies [to]
5 incorporate ‘statutory, executive order, other Presidential directive, or regulatory requirements’
6 into the terms and conditions” of HUD grants. Dkt. No. 334 at 8 citing 2 C.F.R. §
7 200.211(c)(1)(ii). However, as this Court noted in rejecting this argument the first time
8 Defendants raised it, “an agency *regulation* cannot create *statutory* authority; only Congress can
9 do that.” Dkt. No. 169 at 33 (emphasis in original). Defendants must point to a *statutory* source
10 that confers the authority. Without such a source, the agency action violates the separation of
11 powers principle.

12 Next Defendants argue that the challenged conditions “merely require grant recipients to
13 agree to comply with existing federal laws, like federal antidiscrimination laws” and “Congress
14 has expressly authorized HUD to require that grantees comply with federal laws.” Dkt. No. 334 at
15 8 (citing 42 U.S.C. § 5304(b)(6) (“Any [CDBG] grant ... shall be made only if the grantee
16 certifies to the satisfaction of the Secretary that ... the grantee will comply with the other
17 provisions of this chapter and with other applicable laws.”)). The problem with Defendants’
18 argument is that they fail to acknowledge the evidence in the record that demonstrates that
19 Defendants interpret federal antidiscrimination laws in a manner that is inconsistent with well-
20 established legal precedent. For example, on April 4, 2025, DOT Secretary Duffy issued a letter
21 “To All Recipients of U.S. Department of Transportation Funding” in which he stated that “*any*
22 policy, program, or activity” that is “designed to achieve so called “diversity, equity, and
23

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inclusion,’ or ‘DEI[]’ goals[] presumptively violates Federal law” even if the policy, program, or activity is “described in neutral terms.” Dkt. No. 6 at 346 (emphasis added). Secretary Duffy’s statement can easily be interpreted to mean that a federal grant recipient that has a “policy” to accommodate individuals with disabilities so that those individuals can participate in an “activity” has “presumptively violate[d] Federal law.” This, of course, is inconsistent with well-established federal precedent that requires entities that receive federal funds to provide reasonable accommodations for qualified individuals with disabilities so that they can participate in their programs. *See e.g., U.S. Dept. of Transp. v. Paralyzed Veterans of America*, 477 U.S. 597, 604 (1986) (“Section 504 prohibits discrimination against any qualified handicapped individual under ‘any program or activity receiving Federal financial assistance.’”); *Muir v. United States Dept. of Homeland Security*, 2025 WL 2088450, *6 (D.C. Cir. July 25, 2025) (“Section 504 of the Rehabilitation Act prohibits discrimination against disabled persons by recipients of federal funds.”); *Ward v. McDonald*, 762 F.3d 24, 28 (D.C. Cir. 2014) (It is a basic tenet of the Rehabilitation Act of 1973 “that the government must take reasonable affirmative steps to accommodate the handicapped, except where undue hardship would result”).

Likewise, on May 19, 2025, U.S. Deputy Attorney General Todd Blanche sent a memorandum to all United States Attorneys, among others, in which he stated that federal fund recipients may run afoul of the False Claims Act if they allow transgender individuals to use bathrooms consistent with their gender identities (*i.e.*, “allow[] men to intrude into women’s bathrooms”). Dkt. No. 65 at 5. Deputy Attorney General Blanche’s statement contradicts the decisions of multiple appellate courts that have held that federal law forbids discrimination based on transgender status. *See e.g., Grimm v. Gloucester Cnty. Sch. Bd.*, 972 F.3d 586, 616–17 (4th

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1 Cir. 2020) (transgender student’s exclusion from bathroom constituted Title IX discrimination);
2 *A.C. by M.C. v. Metro. Sch. Dist. of Martinsville*, 75 F.4th 760, 769 (7th Cir. 2023)
3 (“[D]iscrimination against transgender persons is sex discrimination for Title IX purposes . . .”).

4 And as recently as July 29, 2025, U.S. Attorney General Pam Bondi issued a
5 memorandum titled “Guidance for Recipients of Federal Funds regarding Unlawful
6 Discrimination” in which she purports to “clarif[y] the application of federal antidiscrimination
7 laws to programs or initiatives that may involve discriminatory practices, including those labeled
8 as Diversity, Equity, and Inclusion (“DEI”) programs.” Dkt. No. 331, Ex. A at 1. Among other
9 “clarifications”, Attorney General Bondi states that the use of “[f]acially neutral criteria (e.g.,
10 ‘cultural competence,’ ‘lived experience,’ geographic targeting) that function as proxies for
11 protected characteristics violate federal law if designed or applied with the intention of
12 advantaging or disadvantaging individuals based on protected characteristics.” *Id.* at 2. This
13 “clarification,” however, is inconsistent with Supreme Court precedent that has “consistently
14 declined to find constitutionally suspect” the adoption of race-neutral criteria “out of a desire . . .
15 to improve racial diversity and inclusion”—even where the decision-maker was “well aware” the
16 race-neutral criteria “correlated with race.” *Coal. for TJ v. Fairfax Cnty. Sch. Bd.*, 68 F.4th 864,
17 885–86 (4th Cir. 2023) (internal quotation marks and citation omitted) (citing, *inter alia*, *Tex.*
18 *Dep’t of Hous. & Cmty. Affs. v. Inclusive Cmty. Project, Inc.*, 576 U.S. 519, 545 (2015). Nor
19 does Supreme Court precedent prohibit the use of diversity statements for the purpose of
20 advancing racial diversity goals; to the contrary, in *Students for Fair Admissions, Inc. v.*
21 *President & Fellows of Harvard College*, the Court described these goals as “commendable” and
22 “worthy” (though insufficient to justify race-based admissions). 600 U.S. 181, 214-15, 230

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(2023) (“[N]othing in this opinion should be construed as prohibiting universities from considering an applicant’s discussion of how race affected his or her life, be it through discrimination, inspiration, or otherwise.”); *United States v. Skrametti*, 145 S. Ct. 1816, 1854 (2025) (Thomas, J., concurring) (suggesting strict scrutiny does not apply to “a university’s decision to credit ‘an applicant’s discussion of how race affected his or her life’” simply because it is “inextricably bound up with” the applicant’s race) (cleaned up).

The above demonstrates that Plaintiffs are at the mercy of Defendants’ interpretation of federal antidiscrimination laws, regardless of how those laws are interpreted by the courts. Indeed, this has already played out in this case where HUD recently informed King County that it was rejecting King County’s CDBG Consolidated Plan submission for Program Year 2025 because HUD “is questioning the accuracy of King County’s ... certification that the [CDBG] funds described in [the plan] will be administered in conformity with applicable laws, including Executive Orders.” Dkt. No. 223 at 5-6. Among other reasons HUD expressed concern was King County’s use of words such as “equity,” “migrant,” and “immigrant” throughout the plan. *Id.* at 6-8. In order to assuage HUD’s concerns, King County was instructed to replace “all ‘equity’ references” throughout the plan with “activities and actions that do not violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964” and to replace all references to “migrant” and “immigrant” with “legal/documental migrant/immigrant.” *Id.* at 8. However, as Plaintiffs aptly point out, “[n]o case law ... suggests that using words like ‘equity’ or ‘migrant’ violates *any* law.” dkt. no. 335 at 3, thus refuting Defendants’ claim that the challenged funding requirements “merely require grant recipients to

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agree to comply with existing federal laws, like federal antidiscrimination laws,” dkt. no. 334 at 8.⁹

Moreover, Defendants’ ability to impose the challenged conditions on the non-CoC HUD grants is further constrained by 42 U.S.C. § 12711, which prohibits HUD from “denying funds made available under [HUD] programs . . . based on the adoption, continuation, or discontinuation” of any lawful local policies. Stated differently, “HUD may not . . . *condition* funding on changes to local policies.” *Cnty. of Westchester v. U.S. Dep’t of Housing and Urban Dev.*, 802 F.3d 413, 433 (2d Cir. 2015) (emphasis in original). Yet that is exactly what Defendants attempt to do here; they are leveraging the Non-CoC HUD Plaintiffs’ dependence on federal funding to coerce them into replacing their own local policies with the Trump Administration’s political agenda.

⁹ Nor are the new funding conditions authorized by PRWORA or the Hyde Amendment as Defendants claim. The challenged funding conditions purport to require non-CoC HUD Plaintiffs to “use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.” Dkt. No. 184 at ¶¶ 492, 517. While PRWORA does provide that noncitizens without qualifying immigration status are ineligible for certain “Federal public benefit[s],” 8 U.S.C. § 1611(a), it does not require grant recipients to verify eligibility *until* the U.S. Attorney General has promulgated regulations implementing a verification requirement. *See id.* § 1642(a); § 1642(b) (“Not later than 24 months after the date the regulations described in subsection (a) are adopted, a State that administers a program that provides a Federal public benefit shall have in effect a verification system that complies with the regulations.”). The Attorney General is yet to promulgate a final regulation implementing a verification requirement. *See* Interim Guidance on Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 62 Fed. Reg. 61344 (Nov. 17, 1997); Verification of Eligibility for Public Benefits, 63 Fed. Reg. 41662 (Aug. 4, 1998) (proposed rule). By requiring grant recipients to verify eligibility by using SAVE (or an equivalent system) without the benefit of implementing regulations and/or the two-year ramp-up period, Defendants are attempting to rewrite PRWORA, not implement it.

The Hyde Amendment also does not authorize the challenged funding condition that requires the Non-CoC HUD Plaintiffs to certify that no grant funds will be used “to promote elective abortions.” Dkt. No. 1854 at ¶¶ 494, 520. The Hyde Amendment bars use of federal funds to pay for or to require a person to facilitate an abortion; it does not prohibit federally funded programs from promoting elective abortions, which could be read to include providing program participants with information about lawful abortions. Pub. L. 118-42, §§ 202–03, 138 Stat. 153.

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1 Lastly, the challenged funding conditions conflict with statutory provisions authorizing
2 the HUD grant programs. Far from barring diversity-related “inclusion,” Congress *requires*
3 consideration of diversity when allocating HUD funds. For instance, the HUD Secretary is
4 required to set aside CDBG funds for “[s]pecial purpose grants,” including grants to “historically
5 Black colleges.” 42 U.S.C. § 5307(b)(2); *see also id.* § 5307(c) (requiring CDBG funds be
6 allocated to provide “assistance to economically disadvantaged and minority students”). And in
7 authorizing the HOME and HOPWA programs, Congress acted to “improve housing
8 opportunities for all residents of the United States, particularly members of disadvantaged
9 minorities, on a nondiscriminatory basis.” 42 U.S.C. § 12702(3). Congress also requires HOME
10 recipients “to establish and oversee a minority outreach program . . . to ensure the inclusion, to
11 the maximum extent possible, of minorities and women, and entities owned by minorities and
12 women . . . in all contracts[] entered into by the participating jurisdiction.” 42 U.S.C. § 12831(a).

13 Based on the foregoing, the Court concludes that the Non-CoC HUD Plaintiffs are likely
14 to prevail on their claim that in attempting to impose the challenged funding conditions on the
15 recipients of non-CoC funds, Defendants have run afoul of the Separation of Powers doctrine, and
16 are acting in excess of statutory authority, and that under the APA, those conditions must be set
17 aside.

18 (c) The HHS Grants Funding Conditions

19 Defendants’ attempts to identify statutory authority for imposing the contested conditions
20 on the HHS grants suffer from similar deficiencies. As an initial matter, Defendants once again
21 rely on agency regulations for the authority to impose the conditions, but as noted above, agency
22 regulations are not the equivalent of statutory authority, and HHS’ attempt to rely on them also

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1 fails. Nor does Defendants’ reliance on generic statutory provisions authorizing the HHS
2 Secretary to prescribe the “form and manner” for grant applications and the “information” it
3 must “contain” fair any better. Dkt. No. 335 at 6 (citing 42 U.S.C. §§ 254b(k)(1), 300ff-15(a),
4 (b), 290ee-1(b)(1)(B)). These provisions only encompass prescriptions as to form, manner, and
5 information, and Defendants’ claim that such ministerial provision authorize wide-ranging
6 substantive conditions on hotly debated policy choices runs afoul of the well-established
7 principle that “Congress ... does not alter the fundamental details of a regulatory scheme in
8 vague terms or ancillary provisions—it does not, one might say, hide elephants in mouseholes.”
9 *Whitman v. Am. Trucking Ass’n*, 531 U.S. 457, 468 (2001).

10 Defendants also invoke Title IX of the Education Amendments Act of 1972, which
11 prohibits sex discrimination by federal education funding recipients, as authority for requiring
12 HHS grant recipients to comply with Presidential Executive Order 14168 “Defending Women
13 From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.”
14 This Executive Order mandates that “[f]ederal funds shall not be used to promote gender
15 ideology” and requires grant recipients to “recognize two sexes, male and female” and that
16 “[t]hese sexes are not changeable and are grounded in fundamental and incontrovertible reality.”
17 But nothing in Title IX mandates such understandings. To the contrary, as cited above courts
18 have concluded that failure to recognize an individual’s transgender status constituted
19 discrimination under Title IX. *See e.g., Grimm v. Gloucester Cnty. Sch. Bd.*, 972 F.3d 586, 616–
20 17 (4th Cir. 2020) (transgender student’s exclusion from bathroom constituted Title IX
21 discrimination); *A.C. by M.C. v. Metro. Sch. Dist. of Martinsville*, 75 F.4th 760, 769 (7th Cir.
22 2023) (“[D]iscrimination against transgender persons is sex discrimination for Title IX purposes

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...”). As such, far from enforcing Title IX, Defendants seek to graft new requirements into the statute.

Accordingly, the Court concludes that the HHS Plaintiffs are likely to prevail on their claim that in attempting to impose the conditions in the 2025 HHS GPS and the various operating agencies and divisions’ terms and conditions, Defendants have acted in a manner that violates the Separation of Powers doctrine and exceeds statutory authority, and that under the APA those conditions must be set aside.

2. Defendants’ Actions Were “Arbitrary and Capricious,” 5 U.S.C. § 702(2)(A) (Count 5)

Plaintiffs also assert that the challenged conditions must be set aside as “arbitrary” and “capricious.” 5 U.S.C. § 706(2)(A); Dkt. No. 184 at ¶¶ 671-688. The APA requires agencies to engage in “reasoned decisionmaking,” and their actions must be “reasonable and reasonably explained.” *Michigan v. EPA*, 576 U.S. 743, 750 (2015); *Ohio v. EPA*, 603 U.S. 279, 292 (2024) (cleaned up). An agency must offer “a satisfactory explanation for its action,” and cannot rely on “factors which Congress has not intended it to consider.” *Motor Vehicle Mfrs. Ass’n of U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983). Plaintiffs maintain that Defendants have not followed these prescriptions and have failed to provide reasonable explanations for any of the challenged funding conditions.

Defendants do not dispute that they have not offered contemporary, reasoned explanations for the imposition of the challenged funding conditions; rather, they argue that they are not required to do so because the conditions are not subject to notice-and-comment rulemaking. Defendants are mistaken. “The APA, by its terms, provides a right to judicial review of all ‘final agency action for which there is no other adequate remedy in a court,’” *Bennett v.*

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Spear, 520 U.S. 154, 175 (1997) (quoting 5 U.S.C. § 704), whether or not that action is subject to notice-and-comment rulemaking. *See Cal. Communities Against Toxics v. EPA*, 934 F.3d 627, 635–36 (D.C. Cir. 2019). Defendants do not contest that the challenged funding conditions are final agency actions. As such, each agency must have “reasonably considered the relevant issues and reasonably explained its decision” to impose the challenged conditions. *Barton v. Off. of Navajo*, 125 F.4th 978, 982 (9th Cir. 2025) (cleaned up).

At most, the Defendants rely on reference to the Trump Administration’s executive orders to justify the imposition of the challenged funding conditions, but as this Court previously stated “rote incorporation of executive orders—especially ones involving politically charged policy matters that are the subject of intense disagreement and bear no substantive relations to the agency’s underlying action—does not constitute ‘reasoned decisionmaking.’” Dkt. No. 169 at 38. Thus, the Court concludes that Plaintiffs are likely to succeed on the merit of their claim that Defendants’ imposition of the challenged funding conditions is arbitrary and capricious, which is an independent ground for setting aside those conditions.¹⁰

¹⁰ Plaintiffs have asserted several other claims both under the APA and under the Constitution. See Dkt. No. 184 at ¶¶ 630-669, 704-724. The Court does not reach these claims at this stage, in part because “[t]he Court need only find that Plaintiffs are likely to succeed on one of [their] claims for [the likelihood-of-success] factor to weigh in favor of a preliminary injunction,” and a ruling on Plaintiffs’ additional claims would not affect the relief afforded. *Aids Vaccine Advoc. Coal. v. United States Dep’t of State*, No. CV 25-00400 (AHA), 2025 WL 752378, at *7 (D.D.C. Mar. 10, 2025). Furthermore, the Court adheres to the “fundamental and longstanding principle of judicial restraint” that requires courts to “avoid reaching constitutional questions in advance of the necessity of deciding them.” *Al Otro Lado v. Exec. Off. for Immigr. Rev.*, No. 22-55988, 2024 WL 5692756, at *14 (9th Cir. May 14, 2025) (vacating district court’s “entry of judgment for Plaintiffs on the constitutional due process claim” where judgment was granted in Plaintiffs’ favor on APA claim) (citing *Lyng v. Nw. Indian Cemetery Protective Ass’n*, 485 U.S. 439, 445 (1988)); *see also Washington v. Trump*, 441 F. Supp. 3d 1101, 1125 (W.D. Wash. 2020) (“[A] court should not reach a constitutional question if there is some other ground upon which to dispose of the case. Given that this Court has already determined that Defendants’ [action] violates the APA and, therefore, can dispose of the case on that basis, the Court exercises restraint and declines to reach the constitutional claims raised by Washington.”) (cleaned up, citing *Nw. Austin Mun. Util. Dist. No. One v. Holder*, 557 U.S. 193, 205 (2009); *Harmon v. Brucker*, 355 U.S. 579, 581 (1958)). Because Plaintiffs are likely to prevail on Counts 5, 6 and 7 of their Second Amended Complaint—that the challenged actions were arbitrary and capricious, contrary to the constitutional Separation of

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D. Irreparable Injury

A plaintiff seeking a preliminary injunction must establish that it is likely to suffer irreparable harm in the absence of preliminary relief. *Winter*, 555 U.S. at 20. Such harm “is traditionally defined as harm for which there is no adequate legal remedy, such as an award of damages.” *Arizona Dream Act Coal. v. Brewer*, 757 F.3d 1053, 1068 (9th Cir. 2014) (citing *Rent-A-Ctr., Inc. v. Canyon Television & Appliance Rental, Inc.*, 944 F.2d 597, 603 (9th Cir.1991)).

The Court addressed this issue when previously granting preliminary relief, stating:

Plaintiffs allege several forms of irreparable harm that are either presently occurring, or are likely to occur, in the absence of injunctive relief. They are facing a choice between two untenable options; as this Court has already determined, ‘Defendants have put Plaintiffs in the position of having to choose between accepting conditions that they believe are unconstitutional and risking the loss of hundreds of millions of dollars in federal grant funding, including funding that they have already budgeted and are committed to spending.’ On the one hand, being forced to accept conditions that are contrary either to statute or to the Constitution (or both) is a constitutional injury, and constitutional injuries are ‘unquestionably’ irreparable. *Hernandez v. Sessions*, 872 F.3d 976, 994 (9th Cir. 2017).

On the other hand, avoiding the constitutional offense by refusing to agree to the new funding conditions may very well result in the loss of access to promised grant funds. And indeed, Defendants have not denied that Plaintiffs would be assuming this risk by not signing the agreements. They merely complain that Plaintiffs have not provided details as to when exactly that loss will occur. But this argument misses the point. It is this looming risk itself that is the injury, and one that Plaintiffs are already suffering. Courts evaluating similar circumstances have recognized that this injury of acute budgetary uncertainty is irreparable; ‘[w]ithout clarification regarding the Order’s scope or legality, the Counties will be obligated to take steps to mitigate the risk of losing millions of dollars in federal funding, which will include placing funds in reserve and making cuts to services. These mitigating steps will cause the Counties irreparable harm.’ *Santa Clara v. Trump*, 250 F. Supp. 3d 497, 537 (N.D. Cal. 2017). While a preliminary injunction will not eliminate these risks entirely, Plaintiffs have demonstrated it will at least mitigate them pending

Powers doctrine, and in excess of Defendants’ statutory authority, and must therefore be set aside under the APA—the Court’s inquiry into the likelihood-of-success factor is at an end.

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1 resolution of this case on its merits.

2 Furthermore, Plaintiffs have submitted substantive and detailed evidence
3 illustrating the ways in which a loss of grant funds would be devastating and
4 irreparable if these risks in fact materialize. . . . The administration's attempt to
5 compel Plaintiffs' compliance with unrelated policy objectives by leveraging the
6 needs of our most vulnerable fellow human beings is breathtaking in its callousness.
7 Defendants' argument that these harms are not irreparable is simply wrong.

8 Dkt. No. 169 at 39-42 (some internal citations omitted).

9 Plaintiffs have once again provided comprehensive evidence (in the form of nearly 100
10 declarations from local government and agency administrators, *see* dkt. nos. 187-282)
11 demonstrating that should the loss of the grant funds come to pass, the resulting harm would be
12 severe and irreparable. In addition, Plaintiffs have provided substantial evidence demonstrating
13 that this harm is not, as Defendants suggest, merely monetary in nature. Adequate financial
14 compensation for the destabilization of immediate and future budgets, reductions in workforce,
15 hundreds of shelter-unstable families losing access to housing, loss of access to health care
16 services to vulnerable populations, and the termination of transportation projects simply does not
17 exist. Therefore, the Court concludes that the harms Plaintiffs have alleged are quintessentially
18 irreparable in nature and can be avoided only by entry of the requested injunction.

19 **E. The Balance of Equities and Public Interest Favor Plaintiffs**

20 In deciding whether to grant an injunction, "courts must balance the competing claims of
21 injury and must consider the effect on each party of the granting or withholding of the requested
22 relief." *Disney Enters*, 869 F.3d at 866 (quoting *Winter*, 555 U.S. at 24). Courts "explore the
23 relative harms to applicant and respondent, as well as the interests of the public at large." *Barnes*
24 *v. E-Sys., Inc. Grp. Hosp. Med. & Surgical Ins. Plan*, 501 U.S. 1301, 1305 (1991) (internal
25 quotation marks and citation omitted). Where the government is a party, the balance of equities

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1 and public interest factors merge. *Drakes Bay Oyster Co. v. Jewell*, 747 F.3d 1073, 1092 (9th Cir.
2 2014) (citing *Nken v. Holder*, 556 U.S. 418, 435 (2009)).

3 Defendants once again argue that the balance of equities and the public interest favor
4 Defendants because “[en]suring compliance with federal laws is assuredly in the public interest.”
5 Dkt. No. 334 at 14. But as discussed *supra*, the contested funding conditions are not
6 congressionally authorized, nor do they merely seek compliance with federal law. Defendants do
7 not have a legitimate interest in ensuring that funds are spent pursuant to conditions that were
8 likely imposed in violation of the APA and/or the Constitution. *See Valle del Sol Inc. v. Whiting*,
9 732 F.3d 1006, 1029 (9th Cir. 2013) (there is no legitimate government interest in violating
10 federal law). Defendants also contend that “Plaintiffs could be compensated for any lost money
11 after a ruling on the merits” in this case. Dkt. No. 334 at 14. The Court has already rejected the
12 notion that Plaintiffs could be adequately compensated for the devastation that would result from
13 the loss of the federal funding. Thus, for the reasons outlined above, the irreparable harms
14 Plaintiffs face in the absence of an injunction tip the balance of equities sharply in their favor.

15 **F. The Court Denies Defendants’ Request for a Bond and Request to Stay**

16 Defendants request that if this Court issues an injunction, it be stayed pending any appeal
17 and further requests that this Court require Plaintiffs to post a bond for the value of the specific
18 grants subject to the injunction pursuant to Fed. R. Civ. P. 65(c). The Court denies both requests.
19 Defendants have not met the standard for a stay. *See, e.g., Maryland v. Dep’t of Agriculture*, JKB-
20 25-0748, 2025 WL 800216, at *26 (D. Md. Mar. 13, 2025) (“It is generally logically inconsistent
21 for a court to issue a TRO or preliminary injunction and then stay that order, as the findings on
22 which those decisions are premised are almost perfect opposites.”). Nor have Defendants argued,

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1 let alone demonstrated, that they will suffer any material harm from the injunction the Court
2 issues today. “Despite the seemingly mandatory language, Rule 65(c) invests the district court
3 with discretion as to the amount of security required, if any.” *Johnson v. Couturier*, 572 F.3d
4 1067, 1086 (9th Cir. 2009) (citations and internal quotation marks omitted). “In particular, the
5 district court may dispense with the filing of a bond when it concludes there is no realistic
6 likelihood of harm to the defendant from enjoining his or her conduct.” *Id.* (cleaned up).

7 V. CONCLUSION

8 For the foregoing reasons,

9 1. Plaintiffs’ Third Motion for Preliminary Injunction is GRANTED;

10 2. HUD and its officers, agents, servants, employees, and attorneys, and any other
11 persons who are in active concert or participation with them (collectively “Enjoined HUD CoC
12 Parties”), are enjoined from (1) imposing or enforcing the CoC Grant Conditions, as defined in
13 the Appendix II to this Order, or any materially similar terms or conditions at any stage of the
14 grantmaking process, including but not limited to in new grant applications, notices of funding
15 availability or opportunity, certifications, grant agreements, or post-award submissions, with
16 respect to any CoC funds awarded to the New CoC Plaintiffs or members of their Continuums;
17 (2) as to the New CoC Plaintiffs or members of their Continuums, rescinding, withholding,
18 cancelling, or otherwise not processing any CoC Agreements, or pausing, freezing, impeding,
19 blocking, cancelling, terminating, delaying, withholding, or conditioning CoC funds, based on
20 such terms or conditions, including without limitation failing or refusing to process and
21 otherwise implement grants signed with changes or other objections to conditions enjoined by
22 this preliminary injunction; (3) requiring the New CoC Plaintiffs or members of their

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Continuums to make any “certification” or other representation related to compliance with such terms or conditions; or (4) refusing to issue, process, or sign CoC Agreements based on New CoC Plaintiffs’ participation in this lawsuit;

3. The Enjoined HUD CoC Parties shall immediately treat any actions taken to implement or enforce the CoC Grant Conditions or any materially similar terms or conditions as to the New CoC Plaintiffs or their Continuums, including but not limited to any delays or withholding of funds based on such conditions, as null, void, and rescinded; while this preliminary injunction is in effect, shall treat as null and void any such conditions included in any grant agreement executed by any New CoC Plaintiff or member of a New CoC Plaintiff’s Continuum; and may not retroactively apply such conditions to grant agreements during the effective period of this preliminary injunction. The Enjoined HUD CoC Parties shall immediately take every step necessary to effectuate this order, including without limitation clearing any administrative, operational, or technical hurdles to implementation;

4. HUD, all of the HUD program offices, and their officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with them (collectively “Enjoined HUD Parties”), are enjoined from (1) imposing or enforcing the Non-CoC HUD Grant Conditions, as defined in the Appendix II to this Order, or any materially similar terms or conditions at any stage of the grant-making process, including but not limited to in new grant applications, notices of funding availability or opportunity, certifications, grant agreements, or post-award submissions, with respect to any non-CoC HUD funds awarded to the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients; (2) as to the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients, rescinding, withholding, cancelling, or otherwise

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1 not processing any non-CoC HUD awards, or pausing, freezing, impeding, blocking, cancelling,
2 terminating, delaying, withholding, or conditioning non-CoC HUD funds, based on such terms or
3 conditions, including without limitation failing or refusing to process and otherwise implement
4 grants signed with changes or other objections to conditions enjoined by this preliminary
5 injunction; (3) requiring the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients to
6 make any “certification” or other representation related to compliance with such terms or
7 conditions; or (4) refusing to issue, process, or sign grant agreements based on the Non-CoC
8 HUD Plaintiffs’ participation in this lawsuit;

9 5. The Enjoined HUD Parties shall immediately treat any actions taken to implement
10 or enforce the Non-CoC HUD Grant Conditions or any materially similar terms or conditions as
11 to the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients, including but not limited
12 to any delays or withholding of funds based on such conditions, as null, void, and rescinded;
13 while this preliminary injunction is in effect, shall treat as null and void any such conditions
14 included in any grant agreement executed by any Non-CoC HUD Plaintiff, a member of its
15 consortium, or its subrecipient; and may not retroactively apply such conditions to grant
16 agreements during the effective period of this preliminary injunction. The Enjoined HUD Parties
17 shall immediately take every step necessary to effectuate this order, including without limitation
18 clearing any administrative, operational, or technical hurdles to implementation;

19 6. DOT, all of the DOT operating agencies, and their officers, agents, servants,
20 employees, and attorneys, and any other persons who are in active concert or participation with
21 them (collectively “Enjoined DOT Parties”), are enjoined from (1) imposing or enforcing the
22 DOT Grant Conditions, as defined in the Appendix II to this Order, or any materially similar

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terms or conditions at any stage of the grant-making process, including but not limited to in new grant applications, notices of funding availability or opportunity, certifications, grant agreements, or post-award submissions, as to any DOT funds awarded, directly or indirectly, to the New DOT Plaintiffs or their subrecipients; (2) as to the New DOT Plaintiffs or their subrecipients, rescinding, withholding, cancelling, or otherwise not processing the DOT grant awards, or pausing, freezing, impeding, blocking, canceling, terminating, delaying, withholding, or conditioning DOT funds, based on such terms or conditions, including without limitation failing or refusing to process and otherwise implement grants signed with changes or other objections to conditions enjoined by this preliminary injunction; (3) requiring the New DOT Plaintiffs or their subrecipients to make any “certification” or other representation related to compliance with such terms or conditions; or (4) refusing to issue, process, or sign grant agreements based on New DOT Plaintiffs’ participation in this lawsuit;

7. The Enjoined DOT Parties shall immediately treat any actions taken to implement or enforce the DOT Grant Conditions or any materially similar terms or conditions as to DOT funds awarded, directly or indirectly, to the New DOT Plaintiffs or their subrecipients, including but not limited to any delays or withholding of funds based on such conditions, as null, void, and rescinded; while this preliminary injunction is in effect, shall treat as null and void any such conditions included in any grant agreement executed by any New DOT Plaintiff or its subrecipient; and may not retroactively apply such conditions to grant agreements during the effective period of this preliminary injunction. The Enjoined DOT Parties shall immediately take every step necessary to effectuate this order, including without limitation clearing any administrative, operational, or technical hurdles to implementation;

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1 8. HHS, all of the HHS operating divisions and agencies, and their officers, agents,
2 servants, employees, and attorneys, and any other persons who are in active concert or
3 participation with them (collectively “Enjoined HHS Parties”), are enjoined from (1) imposing or
4 enforcing the HHS Grant Conditions, as defined in the Appendix II to this Order, or any
5 materially similar terms or conditions at any stage of the grant-making process, including but not
6 limited to in new grant applications, notices of funding availability or opportunity, certifications,
7 grant agreements, or post-award submissions, as to any HHS funds awarded, directly or
8 indirectly, to the HHS Plaintiffs or their subrecipients; (2) as to the HHS Plaintiffs or their
9 subrecipients, rescinding, withholding, cancelling, or otherwise not processing HHS grant
10 awards, or pausing, freezing, impeding, blocking, canceling, terminating, delaying, withholding,
11 or conditioning HHS funds, based on such terms or conditions, including without limitation
12 failing or refusing to process and otherwise implement grants signed with changes or other
13 objections to conditions enjoined by this preliminary injunction; (3) requiring the HHS Plaintiffs
14 or their subrecipients to make any “certification” or other representation related to compliance
15 with such terms or conditions; or (4) refusing to issue, process, or sign grant agreements based
16 on HHS Plaintiffs’ participation in this lawsuit;

17 9. The Enjoined HHS Parties shall immediately treat any actions taken to implement
18 or enforce the HHS Grant Conditions or any materially similar terms or conditions as to HHS
19 funds awarded, directly or indirectly, to the HHS Plaintiffs or their subrecipients, including but
20 not limited to any delays or withholding of funds based on such conditions, as null, void, and
21 rescinded; while this preliminary injunction is in effect, shall treat as null and void any such
22 conditions included in any grant agreement executed by any HHS Plaintiff or its subrecipient;

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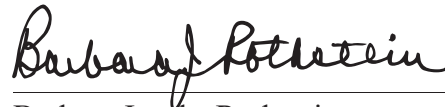
1 and may not retroactively apply such conditions to grant agreements during the effective period
2 of this preliminary injunction. The Enjoined HHS Parties shall immediately take every step
3 necessary to effectuate this order, including without limitation clearing any administrative,
4 operational, or technical hurdles to implementation;

5 10. Defendants' counsel shall provide written notice of this Order to all Defendants
6 and their employees by the end of business on the second day after issuance of this Order;

7 11. By the end of business on the second day after issuance of this Order, the
8 Defendants SHALL FILE on the Court's electronic docket and serve upon Plaintiffs a Status
9 Report documenting the actions that they have taken to comply with this Order, including a copy
10 of the foregoing notice (paragraph 10 above) and an explanation as to whom the notice was sent;

11 12. This order shall remain in effect pending further orders from this Court.

12 Dated this 12th day of August 2025.

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15 Barbara Jacobs Rothstein
16 U.S. District Court Judge
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APPENDIX I

A. Complaint filed May 2, 2025

1. Plaintiffs

a. CoC Plaintiffs¹¹

King County, Pierce County, Snohomish County, City and County of San Francisco, Santa Clara County, Boston, Columbus, and New York City.

b. DOT Plaintiff

King County

2. Defendants

United States Department of Housing and Urban Development (“HUD”), Department of Transportation (“DOT”), and the Federal Transit Administration (“FTA”), as well as the agencies’ heads in their official capacities (Scott Turner in his official capacity as Secretary of HUD, Sean Duffy in his official capacity as Secretary of DOT, and Matthew Welbes in his official capacity as acting Director of the FTA).

B. First Amended Complaint filed May 21, 2025

1. Plaintiffs added:

a. Added CoC Plaintiffs

Metropolitan Government of Nashville & Davidson County (“Nashville”), Pima County, Cambridge, San Jose, Pasadena, Tucson, King County Regional Homelessness Authority located in King County, Washington (“King County RHA”), Santa Monica Housing Authority, California (“Santa Monica HA”)

b. Added DOT Plaintiffs

Denver, Nashville, Pima County, Sonoma County, Bend, Chicago, Culver City, Minneapolis, Pittsburgh, San Jose, Santa Monica, Tucson, Wilsonville, Central Puget Sound Regional Transit Authority located in King, Pierce, and Snohomish Counties, Washington (“CPSRTA”), Intercity Transit located in Thurston County, Washington (“Intercity Transit”), Port

¹¹ A Plaintiff may be included in more than one Plaintiff Group.

of Seattle, San Francisco County Transportation Authority, located in the City and County of San Francisco, California (“SFCTA”), and Treasure Island Mobility Management Agency located in Treasure Island and Yerba Buena Island, California (“TIMMA”)

2. Defendants added

Federal Highway Administration (“FHWA”), the Federal Aviation Administration (“FAA”), the Federal Railroad Administration (“FRA”), and component heads in their official capacities (Tariq Bokhari as the acting Administrator of FTA,¹² Gloria M. Shepard as the acting Director of FHWA, Chris Rocheleau as acting Administrator of FAA, and Drew Feeley as acting Administrator of FRA).

C. Second Amended Complaint filed July 10, 2025

1. Plaintiffs Added¹³

a. CoC Plaintiffs

Alameda County, Albuquerque, Baltimore, Columbus, Dane County, Hennepin County, Milwaukee, Multnomah County, Oakland, Petaluma, Ramsey County, San Mateo County, and Sonoma County.

b. DOT Plaintiffs

Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton, Cambridge, Dane County, Eugene, Healdsburg, Hennepin County, Kitsap County, Los Angeles, Milwaukee, Milwaukee County, Multnomah County, Oakland, Pacifica, Pasadena, Petaluma, PSRC, Ramsey County, Rochester, Rohnert Park, San Diego, San Mateo County, Santa Rosa, SCTA, and Watsonville.

c. Non-CoC HUD Plaintiffs

King County, Pierce County, Snohomish County, Boston, Columbus, San Francisco, Santa Clara, NYC, Bend Cambridge, Chicago, Culver City, Minneapolis, Nashville, Pasadena, Pima County, Pittsburgh, Portland, San Jose, Santa Monica, Tucson, King County RHA, Santa Monica HA, Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton, Dane County, Eugene, Hennepin County, Kitsap County, Los Angeles, Milwaukee, Multnomah County, Oakland,

¹² Replacing Matthew Welbes in his official capacity as acting Director of the FTA.

¹³ Some of these are new Plaintiffs; some are previous Plaintiffs but with new claims.

Petaluma, Ramsey County, Rochester, San Diego, San Mateo County, Santa Rosa, Sonoma County, Watsonville, CCHA, and SCCDC

d. HHS Plaintiffs

Alameda County, Baltimore, Boston, Cambridge, Chicago, Columbus, Dane County, Denver, Eugene, Hennepin County, King County, Milwaukee, Minneapolis, Multnomah County, NYC, Oakland, Pacifica, Pierce County, Pima County, Ramsey County, Rochester, San Francisco, Santa Clara, San Mateo County, Snohomish County, and Wilsonville.

2. Defendants added

HHS and its agencies, including the Administration for Children and Families (“ACF”), Health Resources and Services Administration (“HRSA”), National Institutes of Health (“NIH”), Substance Abuse and Mental Health Services Administration (“SAMHSA”), and the Centers for Disease Control and Prevention (“CDC”), as well as Robert F. Kennedy in his official capacity as the Secretary of HHS.

APPENDIX II

The “**CoC Grant Conditions**” enjoined by this Order are the following terms and conditions:

- The recipient or applicant shall not use grant funds to promote “gender ideology,” as defined in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- The recipient or applicant agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- The recipient or applicant certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- The recipient or applicant shall not use any Grant Funds to fund or promote elective abortions, as required by Executive Order 14182, Enforcing the Hyde Amendment;

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- The recipient or applicant must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (“PRWORA”) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services [sic] may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws;
- No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation;
- Subject to the exceptions provided by PRWORA, the recipient or applicant must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States;
- The recipient or applicant agrees that use of Grant Funds and its operation of projects assisted with Grant Funds are governed by all Executive Orders.

The “**Non-CoC HUD Grant Conditions**” enjoined by this Order are the following terms and conditions:

- The recipient or applicant will not use Federal funding to promote diversity, equity, and inclusion (“DEI”) mandates, policies, programs, or activities that violate any applicable Federal antidiscrimination laws;
- The recipient or applicant shall not use grant funds to promote “gender ideology,” as defined in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- The recipient or applicant agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the

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U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

- The recipient or applicant certifies that it does not operate any programs that violate any applicable Federal antidiscrimination laws, including Title VI of the Civil Rights Act of 1964;
- The recipient or applicant shall not use any grant funds to fund or promote elective abortions, as required by Executive Order 14182, Enforcing the Hyde Amendment;
- The recipient or applicant must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) ("PRWORA") and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws;
- If applicable, no state or unit of general local government that receives or applies for funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation;
- Unless excepted by PRWORA, the recipient or applicant must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- The recipient or applicant must comply with applicable existing and future Executive Orders, as advised by the Department, including but not limited to E.O. 14182, Enforcing the Hyde Amendment; Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity; Executive Order 14168, Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government; and Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing.

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1 The “DOT Grant Conditions” enjoined by this Order are the following terms and
2 conditions:

- 3 – Pursuant to section (3)(b)(iv)(A), Executive Order 14173, *Ending*
4 *Illegal Discrimination and Restoring Merit-Based Opportunity*, the
5 recipient or applicant agrees that its compliance in all respects with
6 all applicable Federal antidiscrimination laws is material to the
7 government’s payment decisions for purposes of section 3729(b)(4)
8 of title 31, United States Code;
- 9 – Pursuant to section (3)(b)(iv)(B), Executive Order 14173, *Ending*
10 *Illegal Discrimination and Restoring Merit-Based Opportunity*, by
11 entering into this Agreement, the recipient or applicant certifies that
12 it does not operate any programs promoting diversity, equity, and
13 inclusion (“DEI”) initiatives that violate any applicable Federal anti-
14 discrimination laws;
- 15 – The recipient or applicant agrees to comply with executive orders,
16 including but not limited to Executive Order 14168 titled Defending
17 Women From Gender Ideology Extremism and Restoring
18 Biological Truth to the Federal Government, as they relate to the
19 application, acceptance, and use of Federal funds for this project or
20 grant;
- 21 – The recipient or applicant will cooperate with Federal officials in
22 the enforcement of Federal law, including cooperating with and not
23 impeding U.S. Immigration and Customs Enforcement (“ICE”) and
24 other Federal offices and components of the Department of
25 Homeland Security in the enforcement of Federal immigration law;
- The recipient or applicant will follow applicable federal laws
pertaining to Subchapter 12, and be subject to the penalties set forth
in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8
U.S.C. § 1327, Aiding or assisting certain aliens to enter.
- The recipient or applicant must comply with other applicable federal
nondiscrimination laws, regulations, and requirements, and follow
federal guidance prohibiting discrimination;
- The recipient or applicant must comply with all applicable executive
orders as they relate to the application, acceptance, and use of
Federal funds for this Project;

ORDER GRANTING PLAINTIFFS’ THIRD
MOTION FOR PRELIMINARY INJUNCTION

- Performance under this agreement or application shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the recipient or applicant and any applicable sub-recipients. The applicable provisions to this agreement or application include, but are not limited to, the following: Bringing in and harboring certain aliens – 8 U.S.C. 1324; Aiding or assisting certain aliens to enter – 8 U.S.C. 1327; Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing; Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government; and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

The “**HHS Grant Conditions**” enjoined by this Order are the following terms and conditions:

- The recipient or applicant must comply with all applicable Federal anti-discrimination laws material to the government’s payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

(a) DEI means “diversity, equity, and inclusion.”

(b) DEIA means “diversity, equity, inclusion, and accessibility.”

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

....

(e) Federal anti-discrimination laws means Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws;

- 1 – By applying for or accepting federal funds from HHS, recipients
2 certify compliance with all federal antidiscrimination laws and these
3 requirements and that complying with those laws is a material
4 condition of receiving federal funding streams. Recipients are
5 responsible for ensuring subrecipients, contractors, and partners also
6 comply.
- 7 – All activities proposed in your application and budget narrative must
8 be in alignment with the current Executive Orders;
- 9 – Recipients are required to comply with all applicable Executive Orders;
- 10 – Funds cannot be used to support or provide services, either directly
11 or indirectly, to removable or illegal aliens;
- 12 – By accepting this award, including the obligation, expenditure, or
13 drawdown of award funds, recipients or applicants, whose
14 programs, are covered by Title IX certify as follows:

15 The recipient or applicant is compliant with Title IX of the
16 Education Amendments of 1972, as amended, 20 U.S.C. §§
17 1681 et seq., including the requirements set forth in Presidential
18 Executive Order 14168 titled Defending Women From Gender
19 Ideology Extremism and Restoring Biological Truth to the
20 Federal Government, and Title VI of the Civil Rights Act of
21 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain
22 compliant for the duration of the Agreement.


23 The above requirements are conditions of payment that go the
24 essence of the Agreement and are therefore material terms of the
25 Agreement.

 Payments under the Agreement are predicated on compliance
with the above requirements, and therefore the recipient or
applicant is not eligible for funding under the Agreement or to
retain any funding under the Agreement absent compliance with
the above requirements.

 The recipient or applicant acknowledges that this certification
reflects a change in the government's position regarding the
materiality of the foregoing requirements and therefore any prior
payment of similar claims does not reflect the materiality of the
foregoing requirements to this Agreement.

1 The recipient or applicant acknowledges that a knowing false
2 statement relating to recipient's or applicant's compliance with
3 the above requirements and/or eligibility for the Agreement may
4 subject the recipient or applicant to liability under the False
5 Claims Act, 31 U.S.C. § 3729, and/or criminal liability,
6 including under 18 U.S.C. §§ 287 and 1001.
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23 ORDER GRANTING PLAINTIFFS' THIRD
24 MOTION FOR PRELIMINARY INJUNCTION

	<p align="center">AAA AGREEMENT State/Federal</p> <p align="center">AAA State Federal Agreement</p>		DSHS AGREEMENT #: 2569-64907
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 - Agreement Number
			Contractor - Agreement Number
CONTRACTOR NAME Snohomish County		CONTRACTOR DBA Snohomish County LTC & Aging Division	
CONTRACTOR ADDRESS 3000 Rockefeller Avenue MS 502 Everett WA 98201			CONTRACTOR DSHS INDEX NUMBER 1065
CONTRACTOR TELEPHONE (425) 388-7360	CONTRACTOR FAX (425) 388-7304		CONTRACTOR E-MAIL ADDRESS laura.white@snoco.org
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Division of Home And Community Services		DSHS CONTRACT CODE 1016LS-69
DSHS CONTACT NAME AND TITLE Paula Renz Program Manager		DSHS CONTACT ADDRESS 4450 10th Ave SE Lacey WA 98504-5600	
DSHS CONTACT TELEPHONE (360)725-2560	DSHS CONTACT FAX Click here to enter text.		DSHS CONTACT E-MAIL ADDRESS RenzP@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? Yes		ASSISTANCE LISTING NUMBERS 93.778 93.791 10.576	
AGREEMENT START DATE 07/01/2025	AGREEMENT END DATE 06/30/2026		MAXIMUM AGREEMENT AMOUNT \$21,447,956.00
<p>EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference:</p> <p><input checked="" type="checkbox"/> Exhibit A, Statement of Work; Exhibit B, Budget; and Exhibit C; Local Match Certification Form; Exhibit D, Grant Award Documents</p>			
<p>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.</p>			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE , Contracts Manager	DATE SIGNED

AAA General Terms And Conditions

1. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
2. **Assignment.** Except as otherwise provided herein, the AAA shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the DSHS Contracts Administrator and the written assumption of the AAA's obligations by the third party.
3. **Client Abuse.** The AAA shall report all instances of suspected client abuse to DSHS, in accordance with RCW 74.34.
4. **Client Grievance.** The AAA shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the AAA or any subcontractor(s) related to service delivery. Clients receiving Medicaid funded services must be informed of their right to a fair hearing regarding service eligibility specified in WAC 388-02 and under the provisions of the Administrative Procedures Act, Chapter 34.05 RCW.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement, the AAA and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. DSHS and the AAA shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.
7. **AAA Certification Regarding Ethics.** By signing this Agreement, the AAA certifies that the AAA is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
8. **Debarment Certification.** The AAA, by signature to this Agreement, certifies that the AAA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The AAA also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the AAA's duty to provide services under this Agreement.
9. **Disputes.** In the event of a dispute between the AAA and DSHS, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the AAA shall present their grievance in writing to the Assistant Secretary for Aging and Long-Term Support Administration. The Assistant Secretary shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. If the dispute remains unresolved after the Assistant Secretary's determination, either party may request intervention by the Secretary of DSHS, in which event the Secretary's process shall control. The Secretary will make a determination within 45 days. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties. However, if the Secretary's determination is not made within 45 days, either party may proceed with judicial or quasi-judicial action without awaiting the Secretary's determination.
10. **Drug-Free Workplace.** The AAA shall maintain a work place free from alcohol and drug abuse.

AAA General Terms And Conditions

11. **Entire Agreement.** This Agreement including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.
12. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the AAA against DSHS involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against a County AAA involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
13. **Independent Status.** Except as otherwise provided in Paragraph 26 herein below, for purposes of this Agreement, the AAA acknowledges that the AAA is not an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The AAA shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the AAA or the AAA's employees.
14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **AAA Provider Contracting Insurance Requirements**

The AAA shall include the following insurance requirements in all AAA Provider Contracts entered into pursuant to this Contract, at AAA Provider Contractor's expense, the following insurance coverages, and comply with the following insurance requirements.

a. **General Liability Insurance**

The AAA Provider Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under- Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than \$2,000,000 per occurrence and \$4,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under their Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The AAA, its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

- b. In lieu of general liability insurance mentioned in Subsection a. above, if the AAA Provider Contractor is a sole proprietor with less than three (3) contracts, the AAA Provider Contractor may choose one of the following three (3) general liability policies, but only if attached to a professional liability policy. If selected the policy shall be maintained for the life of the contract.

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the AAA Provider Contractor wherever the service is performed with minimum limits of

AAA General Terms And Conditions

\$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insureds;

Or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insured:

Or

Premises Liability Insurance if services are provided only at their recognized place of business, including coverage for bodily injury, property damage with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insureds.

c. Professional Liability—if needed (errors & omissions)

The AAA Provider Contractor shall maintain insurance of at least \$1,000,000 per occurrence, \$2,000,000 General Aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use, and damages because of negligent acts, errors, and omissions in any way related to this contract.

d. Workers' Compensation

The AAA contractor shall comply with all applicable Workers' Compensation, occupational disease, and occupational health and safety laws and regulations. The AAA, State of Washington, and DSHS shall not be held responsible for claims for Workers' Compensation under Title 51 RCW by the AAA Provider Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the AAA Provider Contractor under the Contract shall include coverage for the acts and omissions of the AAA Provider Contractor's employees and volunteers. In addition, the AAA Provider Contracts shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The AAA contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a current Best's Reports' rating of A-, Class VII, or better.

h. Evidence of Coverage

AAA General Terms And Conditions

The AAA Provider Contractor shall, upon request by AAA, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the AAA Provider Contractor under this Contract. The Certificate of Insurance shall identify the AAA as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The AAA Provider Contractor shall maintain copies of Certificate of Insurance, policies, and additional insured endorsements for each AAA Provider Contractor as evidence that each AAA Provider Contractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the AAA point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal of any insurance policy required under this Contract. If cancellation is due to non-payment of premium, the insurer shall give the AAA ten (10) days advance written notice of cancellation. Failure to provide notice as required may result in termination of the Contract.

j. Waiver of Subrogation

AAA contractor waives all rights of subrogation against the AAA and DSHS for the recovery of damages are or would be covered by insurance required under the Contract. AAA contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not the AAA and DSHS receive the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

By requiring insurance, the AAA does not represent that the coverage and limits required in this Contract will be adequate to protect the AAA Provider Contractor. Such coverage and limits shall not limit the AAA Provider Contractor's liability in excess of the required coverage and limits, and shall not limit the AAA Provider Contractor's liability under the indemnities and reimbursements granted to the AAA, the State, and DSHS in this Contract.

l. Primary Coverage

All AAA Provider Contractor's insurance provided in compliance with this Contract shall be primary and shall not seek contribution from insurance or self-insurance programs afforded to or maintained by the AAA. Insurance or self-insurance programs afforded to or maintained by the AAA shall be in excess of, and shall not contribute with, insurance required of the AAA Provider Contractor and any AAA Provider Contractor's Contractor under this Contract.

m. Waiver

The AAA contractor waives all rights, claims, and causes of action against the AAA, the State of Washington, and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by AAA Provider Contractor.

n. Liability Cap

Any limitation of liability cap set forth in this Contract shall not preclude the AAA from claiming under any insurance maintained by the AAA contractor pursuant to this Contract, up to the policy limits.

AAA General Terms And Conditions

o. Business Automobile Liability Insurance

The AAA contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the AAA contractor or owned by the AAA Provider Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The AAA Provider Contractor's carrier shall provide the AAA with a waiver of subrogation or name the AAA as an additional insured.

p. Indemnification and Hold Harmless

- (1) The AAA Provider Contractor shall be responsible for and shall indemnify, defend, and hold the AAA and DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the AAA contractor's performance or failure to perform this Contract, or b) the acts or omissions of the AAA contractor.
- (2) The AAA contractor's duty to indemnify, defend, and hold the AAA and DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include the AAA and DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- (3) The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- (4) Nothing in this term shall be construed as a modification or limitation on the AAA contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

16. Insurance Required for AAA.

DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

The AAA certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ ☐ The contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable and shall, prior to the execution of this Agreement by DSHS, provide proof of coverage to the effect to the DSHS contact on page one of this Agreement.; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to the effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL)—to include coverage of bodily injury, property damage, and contractual liability, with the following minimum limits: Each occurrence--\$2,000,000; General Aggregate--\$4,000,000. The policy shall include liability arising out of premises, injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees, shall be named as additional insureds.

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

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

AAA General Terms And Conditions

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

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

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

AAA General Terms And Conditions

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

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

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

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

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

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

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

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

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

- 27. Subcontracting.**

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

AAA General Terms And Conditions

client services Subcontracts unless an exception to including a particular term or terms has been approved in advance by DSHS.

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

28. Subrecipients.

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

AAA General Terms And Conditions

(OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

- b. Single Audit Act Compliance. If the AAA is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.
 - (1) For any identified overpayment involving a subcontract between the AAA and a tribe, DSHS agrees it will not seek reimbursement from the AAA, if the identified overpayment was not due to any failure by the AAA.

29. Survivability. The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

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

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

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

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

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

31. Termination for Convenience. The Contracts Administrator may terminate this Agreement or any in whole or in part for convenience by giving the AAA at least thirty (30) calendar days' written notice. The AAA may terminate this Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45811, Olympia, Washington 98504-5811.

32. Termination for Default.

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

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

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

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

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

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

33. Termination Procedure. The following provisions apply in the event this Agreement is terminated:

- a. The AAA shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The AAA shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page this Agreement, all DSHS assets (property) in the AAA's possession, including any material created under this Agreement. Upon failure to return DSHS property within ten (10) working days of the Agreement termination, the AAA shall be charged with all reasonable costs of recovery, including transportation. The AAA shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the AAA pending return to DSHS.
- c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
- d. If the Contracts Administrator terminates this Agreement for default, DSHS may withhold a sum from the final payment to the AAA that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the AAA was not in default, or if the AAA terminated this Agreement for default, the AAA shall be entitled to all remedies available at law, in equity, or under this Agreement.

34. Treatment of Client Property. Unless otherwise provided in the applicable Agreement, the AAA shall ensure that any adult client receiving services from the AAA under this Agreement has unrestricted access to the client's personal property. The AAA shall not interfere with any adult client's ownership, possession, or use of the client's property. The AAA shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the AAA shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the AAA from implementing such lawful and reasonable policies, procedures and practices as the AAA deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

HIPAA Compliance

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

36. Definitions

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

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- m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

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

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

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

39. Individual Rights.

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

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

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

b. Access

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

c. Amendment.

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

40. Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

41. Obligations. To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).

42. Liability. Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

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43. Breach Notification.

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

44. Miscellaneous Provisions.

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

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1. Definitions.

- a. "AAA" or "Contractor" shall mean the Area Agency on Aging that is a party to this agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DSHS.
- b. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
- d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with-Subpart E of 2 CFR part 200, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with 2 CFR part 200, Cost Principles for Non-Profit Organizations.
- e. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, ~~units of service~~, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.
- f. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
- g. "Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, AAA contracted providers, third party contractor's, volunteers, or directors.
- h. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- i. "Client" means an individual that is eligible for or receiving services provided by the AAA in connection with this Agreement.
- j. "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.
- k. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
- l. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- m. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is the medical and billing records about the individuals or the enrollment, payment, claims

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adjudication, and case or medical management records, used in whole or part by or for the Covered Entity to make decisions about individuals.

- n. "Department of Social and Health Services" or "DSHS" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- o. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit.
- p. "Fixed Price Award contract" means the portion of this contract where DSHS provides a unit rate payment for activities that were completed in accordance with the terms and conditions of this contract.
- q. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- r. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- s. Long Term Services and Supports (LTSS) Presumptive Eligibility (PE) is a package of services allowing the state to waive certain Medicaid requirements and provides individuals an opportunity for expedited access to specific home and community-based services in their own home and Medicaid medical coverage, for a limited time, while full functional and financial eligibility are being determined.
- t. "Older Americans Act" refers to 45 CFR Part 1321, and any subsequent amendments or replacement statutes thereto.
- u. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- v. "PHI" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).
- w. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
- x. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- y. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- z. "Subcontract" and "AAA Provider Contract" means any separate agreement or contract between the

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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.

- aa. "Subcontractor" and "AAA Provider Contractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by DSHS in accordance with this Agreement.
- bb. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- cc. "Supplies" means all tangible personal property other than equipment as defined herein.
- dd. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.
- ee. "Unique Entity Identifier (UEI)" means a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the federal government.

- 2. **Purpose.** The purpose of this agreement is to fund long-term services and supports through the AAA aging network. Funds may not be repurposed to support non-AAA focused services and supports.
- 3. **Statement of Work.** The AAA shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached **Exhibit A, Statement of Work**.
- 4. **Consideration.** Total consideration payable to the AAA for satisfactory performance of the work under this Agreement is a maximum of **\$21,447,956**, including any and all expenses and shall be based on the attached **Exhibit B, Budget**.
- 5. **Billing and Payment.**
 - a. **Billing.** The AAA shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to DSHS by the AAA not more often than monthly.

Except for costs associated with Case Management, Nursing Services, and Core Services Contract Management, DSHS will pay to the AAA all allowable and allocable costs incurred as evidenced by proper invoice in accordance with the Home and Community Living Administration (HCLA) approved AAA Cost Allocation Plan, Budget (Exhibit B), and Section 3, Consideration, of this Agreement. The invoice shall describe and document to DSHS' satisfaction, the work performed, activities accomplished, progress of the project, and fees.

- b. **Payment.** Payment for Medicaid Case Management and Nursing Services, including Medicaid State plan, Waiver, Roads to Community Living (RCL), and state-funded Chore clients will be based on a monthly rate of **\$253.84** from DSHS Allocated Title XIX/Chore funding; **\$5.26** per month of Title XIX Requested Match (matched by SCSA/Local); and **\$5.26** from SCSA/Local Funds per month for each in-home agency personal care or in-home individual provider authorized case by the

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AAA each month. .

Each AAA is required to staff on average a maximum of 76.1:1 clients to each clinical staff, in SFY26, beginning July 1, 2025. The CM/NS Unit Rate payment will be adjusted monthly if the contractually obligated caseload ratio of clients to clinical (Case Management/Nursing staff) exceeds 76.1:1.

Title XIX Medicaid, CFDA No. 93.778 and State-Funded Chore, Payment for Medicaid Case Management, Nursing Services, New Freedom Eligibility Determination/Consultation Services, and Core Services Contract Management is based on the number of cases authorized per month, multiplied by the AAAs approved rate per case month.

These services are delivered and reimbursed as a fixed rate award. Portions of payments may be recovered by DSHS if the terms and conditions are not fully met.

The average monthly projection of case management caseload over the course of this Agreement is **4,975**. The AAA will be paid for the number of actual cases authorized each month according to the payment schedule above.

If the AAA is referred and serves a WA Roads or GOSH case that is not otherwise counted in the caseload above, payment will be based on the same monthly rates as above. These cases will be considered in the clinical caseload ratio.

(1) Case Management/Nursing Services Deliverables for Payment.

Case Management/Nursing Services deliverables (including New Freedom):

(a) Maintain a clinical ratio averaged across the AAA of no more than 76.1:1.

- i. Countable FTE portions will include clinical staff providing CMNS who are in paid status by the AAA and have worked at least one day during the service month. FTEs in full Paid Family Medical Leave (PFML) would not be eligible to be counted for this purpose.
- ii. Vacant FTEs may be included in the staff ratio count for up to three (3) months during recruitment to fill an ongoing or new position.
- iii. Listed FTEs may exceed 1.0 when the CM/RN staff person works overtime.
- iv. New case transfers from HCS may be excluded from the caseload ratio calculation for the month of transfer and the next full month while the AAA adjusts to the higher caseload.

(b) Good standing in the annual Quality Assurance (QA) cycle with full remediation (as possible) of findings, Performance Improvement Plan (PIP) requirements met and required Supervisory Reviews meeting at least 86% proficiency.

(2) Payment for Core Services Contract Management.

Payment for **Core Services Contract Management** for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore contracted services will be based on successful completion of deliverables listed below and on a monthly rate of **\$9.18** from DSHS Allocated Title XIX/Chore funding per month for each in-home agency personal care or in-home individual provider case authorized to the AAA each month based on the HCLA generated caseload report.

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Compliance with Chapter 6 and with the fiscal and program deliverables for Core Services Contract Management is an expectation. Each AAA will complete the CSCM compliance attestation in accordance with the SFY26 State/Fed Management Bulletin. The Core Services Contract Management unit rate will be adjusted or partially recovered if contract deliverables are not met. An adjustment may not be assessed if the AAA notifies HCLA and presents good faith reasons for being out of compliance and provides a corrective action plan, prior to discovery of non-compliance with core services contract management deliverables. The AAA CAP submission for the previous year CSCM non-compliance must include dates of compliance with CSCM contract deliverables and must be submitted in the first 14 days of March.

HCLA may request any of the documents listed under the deliverables section with expectation of receipt from the AAA within a five (5) business day turnaround. HCLA may ask for additional documents at any time via requesting the AAA monitoring tracker/calendar showing the date of the risk assessment, date the final letter/monitoring report was completed, type of monitor, and date of the finalized corrective action plan. In addition, HCLA may ask for the actual risk assessments, final letter/monitoring report and finalized corrective action plans for any provider the AAA is required to monitor.

(3) Core Services Contract Management Deliverables for Payment.

The fiscal and program deliverables for Core Services Contract Management for each calendar year are:

- (a) Complete all contracted service providers risk assessments for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded contracted service providers.
- (b) Complete response/processing on all contract applications within required timeframes. Contract applications (open procurement) completed/processed outside of the required timeframes must have documentation explaining the extended processing time.
- (c) Complete all monitoring annually (final letter/monitoring report) for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore contracted service providers clients within the 90-day time frame noted in Chapter 6.
- (d) Approve corrective action plans for contracted service providers (as needed) and complete follow up on correction action plans (as needed) for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore programs.
- (e) The type of contracted service provider monitoring must match the assigned annual risk assessment level and score. AAAs may conduct a more comprehensive type of monitoring at their discretion.
- (f) Previous calendar year Home care and Adult Day Services final monitoring reports will be submitted to Home and Community Living Administration during the first fourteen (14) calendar days in March.

(4) Timely Payments.

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

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condition of this Agreement.

DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Unless otherwise specified in this Agreement, DSHS shall not pay any claims for payment for services submitted more than 6 months after completion of the contract period. The AAA shall not bill DSHS for services performed under this Agreement, and DSHS shall not pay the AAA, if the AAA has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

(5) Long Term Services and Support (LTSS) Presumptive Eligibility (PE) (Aging and Long Term Care of Eastern Washington (ALTCEW) only).

Payment for LTSS PE will be based on two rates:

- (a) \$300.00 for the month of completion of the LTSS PE screening/assessment, care plan, Recipient Access Codes (RACs) and authorization of services. If the work spans two (2) months, the payment is effective for the date of completion in the second month and,
- (b) \$225.00 per month beginning after the month that LTSS PE screening was completed, for LTSS PE case management services shared with HCS until full eligibility is determined by Home and Community Services (HCS) and the AAA accepts sole responsibility of the ongoing case management.
- (c) Monthly invoices will be based on Caseload Reports provided by ALTSA HCLA. If the AAA accepts the HCS transfer of a PE case at any point during a calendar month, the higher TXIX Unit Rate will be paid for that month instead of the PE rate.
- (d) Staff time spent with PE clients may not be counted toward TXIX CM Caseload Ratio until the month of the HCS transfer the client as fully eligible.
- (e) Community Living Connections (CLC) options counseling/prescreening is outside of this scope and rate. CLC staff time for prescreening may be eligible for Medicaid Administrative Claiming.

- (6) **Local Matching Funds:** The AAA may spend qualifying local funds on TXIX in-home case management and use it to collect additional federal matching funds. The amount of Senior Citizens Services Act (SCSA) funding budgeted for TXIX in-home case management in the previous state fiscal year may be carried forward into this contract and inflated by the consumer price index (CPI) used in the caseload ratio adjustment factor as matching funds to draw down additional federal match. The CPI is 2.5% in SFY26. Any additional requests for SCSA or other local fund sources to be matched must be approved by HCLA and may require additional FTE to be purchased with these funds. A new clinical ratio or case handling ratio will be negotiated with HCLA to draw down additional matching funds per the local matching funds schedule. If additional SCSA is proposed as a local match source, the AAA will report any impacts of reallocating SCSA funding when making the request to HCLA.

Local Matching Funds schedule: The AAAA may increase the TXIX Requested Match as an add-on for the unit rate for each authorized in-home agency personal care case, in-home individual provider, no personal care, and New Freedom case accepted by the AAA each month per the schedule below. HCLA may waive the Ratio buydown requirement if it is not met.

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If Clinical Ratio is 1:	Then State/Local	Fed Match
76.1	\$ 3.63	\$ 3.63
76.0	\$ 3.97	\$ 3.97
75.9	\$ 4.31	\$ 4.31
75.8	\$ 4.65	\$ 4.65
75.7	\$ 4.99	\$ 4.99
75.6	\$ 5.34	\$ 5.34

The AAA shall complete and submit the attached as **Exhibit C, Local Match Certification Form** with their final billing. Final payment will not be made without the complete form.

- (7) **PACE.** Payment of **\$379.62** per client per year for annual assessment services, including annual and significant change assessment/s as needed, for in-home client participants of the Program of All-Inclusive Care for the Elderly (PACE). Participating AAAs (Pierce County ALTC, ALTCEW, and Snohomish County LTCA Division only) can only receive reimbursement for assessment services once in a twelve-month period.

c. Medicaid Alternative Care (MAC) and Tailored Support for Older Adults (TSOA) programs.

These services are delivered and reimbursed as a fixed rate award. Portions of payments may be recovered by DSHS if the terms and conditions are not fully met. Monthly payment of \$320 for each active MAC and TSOA dyad enrolled and \$290 for each active TSOA individual enrolled per the caseload report provided by HCLA.

Payment for MAC and TSOA Program Support Activities (base rate) will be based on the AAA's cost reimbursement for program support activities as set out in Exhibit B, Budget. Program activities include, but are not limited to the following:

- (1) Activities outside of typical case management functions, such as, but not limited to:
- (2) Follow up and assistance with full Medicaid application
- (3) Assisting potential Individual Providers (IPs) gain employment with CDWA
- (4) Address ongoing staffing and training needs for sustaining the program.
- (5) Participation in Barrier Busting Events
- (6) Updating Outreach Plan/Provision of Outreach Events
- (7) Update and submission of Warm Handoff Protocols (WHO)
- (8) Networking activities with community partners and stakeholders
- (9) Development and submission of annual report

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- (10) Gap analysis, recruitment, contracting and monitoring of providers for program service provision.
- (11) Person centered client engagement for pre-enrollment.
- (12) Program options counseling and screening through Community Living Connections (CLC) or Family Caregiver Support Program (FCSP)
- (13) CLC work surrounding accessing services for pre and post enrollment client engagement.

In addition to program support activities cost reimbursement payments, Colville Confederated AAoA and Yakama Nation AAoA will receive a monthly payment of \$320 for each active MAC and TSOA dyad enrolled and \$290 for each active TSOA Individual enrolled per the caseload report provided by HCLA.

MAC and TSOA Deliverables.

- (1) Updated Warm Handoff Protocols submitted to HCLA in accordance with due date outlined in MB.
- (2) Annual Report submitted to HCLA in accordance with the due date outlined in MB.
- (3) Quality Assurance requirements met inclusive of the completion of a Performance Improvement Plan (PIP) if needed.
- (4) Proof of Network Adequacy efforts and contract monitoring inclusive of client samples of MAC and TSOA clients.

- 6. **Confidentiality.** In addition to General Terms and Conditions Confidentiality language, the AAA or its AAA contracted providers may disclose information to each other, to DSHS, or to appropriate authorities, for purposes directly connected with the services provided to the client. This includes, but is not limited to, determining eligibility, providing services, and participation in disputes, fair hearings, or audits. The AAA and its AAA contracted providers shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies and DSHS
- 7. **Amendment Clause Exception.** The only exception to the General Term and Condition Amendment clause (clause 1.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email DSHS its acceptance of the amendment no later than the amendment start date.
- 8. **Background and Fingerprint Checks.** Background check will be completed with staff prior to having unsupervised access to clients and then every two years thereafter, and as required under RCW 43.20A.710, and RCW 43.43.830 through 43.43.842. Fingerprint check is required for staff residing in the state less than three consecutive years before employment (this is not required to be updated every two years as long as in state residency remain continuous). Documentation of successful completion of required background and fingerprint checks must be maintained.
- 9. **Duty to Disclose Business Transactions.**

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

- a. The ownership of any AAA provider contractors with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any AAA provider contractors, during the 5-year period ending on the date of the request.

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).

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. **Grant Award Documents. Exhibit D, Grant Award Documents,** will be sent separately once received from the Administration of Community Living and incorporated herein with no contract amendment needed.

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Exhibit A, Statement of Work

The AAA shall provide the following services, as specified in the AAA's current area plan, either directly or through administrative oversight or AAA provider contractors. The AAA shall comply with all applicable state and federal statute and rules, including but not limited to the United States Code, the Code of Federal Regulations, the Revised Code of Washington, the Washington Administrative Code, Federal HCBS Waivers and Medicaid State Plan, and any and all DSHS/HCLA Home and Community Living Administration (HCLA) standards, guidelines, policy manuals, and management bulletins.

If a proposed change or combination of changes in any DSHS/HCLA standard, guideline, policy manual and/or management bulletin after the commencement of this agreement creates a new and material impact, to the extent possible and as quickly as possible DSHS will consult with the AAA or its professional association to identify potential impacts and when possible, identify how to mitigate impacts within available funding.

- a. Core Services Contract Management. The AAA will manage AAA provider contractors with qualified providers of agency personal care and PERS services for Medicaid/Chore clients and Developmental Disabilities Community Services (DDCS) Medicaid clients. For HCLA clients only, contracts managed by the AAA also include State Plan and Waiver contracts under 1915(c), 1915(k) Community First Choice, and RCL/WA Roads used to support individuals moving to or maintaining community settings. These service types are listed in the Long-Term Care Manual by program. All contract management shall comply with the contract management requirements set forth in Chapter 6 of the Policies and Procedures for Area Agency on Aging Operations and Management Bulletins.
- b. Adult Day Services Program Compliance. The AAA shall contract with qualified providers and conduct initial and ongoing program compliance reviews for Title XIX contracted Adult Day Care and Adult Day Health programs in accordance with all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC. The AAA shall conduct a comprehensive or focused review, based on risk assessment results, of each contracted center at least once every twelve months to ensure adequate performance and regulatory compliance with Adult Day Services WAC. These activities are included in the Core Service Contract Management unit rate.
- c. Nursing Services. The AAA will provide directly or through contracts, access to licensed medical expertise for AAA Medicaid clients in accordance with Chapter 24 of Long-Term Care Manual, including the capacity to make home visits, conduct case manager, client and caregiver consultation, file reviews and to respond to emergency needs. Nursing Services will be in compliance with chapter 74.34 RCW, chapter 74.39 RCW, Chapter 74.39A RCW, and all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC.

Olympic, Southwest, Eastern, LMT and Central AAAs only: The AAA may provide contracted nursing services for HCLA clients and/or Developmental Disabilities Community Services (DDCS) clients in accordance with Chapter 24 of the Long-Term Care Manual. Contracted Nursing for DDA will also adhere to DDA Policy 9.13 Skin Observation Protocol.

The AAA will provide administrative oversight and program development for Nursing Services for Medicaid clients in its Planning and Service Area (PSA). Such activities include monitoring performance and activities to implement DSHS policies, and preparation of reports as required by DSHS/HCLA or local requirements, AAA provider contractor development and monitoring, service planning and system development.

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

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WAC, and chapter 246-335 WAC.

The AAA will plan to maintain no more than a maximum average ratio of Medicaid/Chore/WA Roads clients to Clinical (Case Manager/Nursing) FTE, as defined by DSHS/HCLA in the Special Terms & Conditions Billing and Payment Section (4.b), in its service area as a whole. The clinical caseload ratio may vary at sublevels within its service area based on the AAAs management decisions on caseload distribution or other factors. The amount of Senior Citizen Services Act and other local funds used as match for federal Medicaid funding may be negotiated.

The AAA will provide administrative oversight and program development for Case Management for Medicaid, WA Roads and Chore clients in its area. Such activities include monitoring performance, activities to implement DSHS policies, preparation of reports as required by DSHS/ HCLA or local requirements, AAA provider contract development and monitoring, service planning and system development.

- e. Front Door (ADS/Seattle King County AAA only). Asian Counseling and Referral Service (ACRS) and Chinese Information and Service Center (CISC) are authorized to complete initial in-home assessments for identified ethnic populations with reimbursements not to exceed \$1,015 each client. Per Budget (Exhibit B) line .49, funding is provided for these “front door” assessments completed by ACRS and CISC. The full appropriation for these front door activities must be passed on to ACRS and CISC via AAA provider contracts between the AAA and those Agencies.

ADS/Seattle King County AAA is authorized to complete initial in-home assessments for individuals who identify as Muckleshoot tribal members. Funding is provided for up to 20 initial assessments with reimbursements not to exceed **\$1,015** each client.

- f. Laptop Replacement Schedule. The AAA shall establish a laptop replacement schedule to assure each assessor has an operational laptop that meets minimum specifications needed for the Comprehensive Assessment Reporting Evaluation (CARE) tool. The laptop replacement schedule must ensure that equipment is sufficient to operate the state’s mandated
- g. Community Living Connections/Information and Assistance Medicaid Administrative Claiming. The AAA may choose to claim Federal Financial Participation (FFP) for information and assistance activities related to assisting individuals to access Medicaid, as described in the *Community Living Connections* Program Standards or any successor program standards, including the required administrative oversight. Prior to claiming FFP, approval must be received from the Community Living Connections program manager per the requirements of MB H23-072.
- h. Medicaid New Freedom (NF) (Pierce , ADS of Seattle/King County and ALTCEW AAAs only). The AAA will provide Eligibility Determination and Care Consultation Services (CCS) for AAA Medicaid participants who choose NF in accordance with Chapter 27 of the Long-Term Care Manual and all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC.

New Freedom staff and participants will be part of the required clinical ratio calculation, as defined by DSHS/HCLA in the Special Terms & Considerations Billing and Payment Section (4.b). New Freedom budget authorizations to the FMS will validate active client case management status for any month that client is active, and personal care is not authorized.

The AAA will provide administrative oversight and program development for CCS for NF in its service area. Such activities include monitoring performance, activities to implement DSHS policies, and preparation of reports as required by DSHS/HCLA or local requirements.

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

a. Outcome: Health/Wellness

Performance Measures

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

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

Performance Measure

Home and Community-Based Long Term Services and Supports Use

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

Performance Measure

Emergency Department Visits

d. Outcome: Reduction in Avoidable Hospitalizations

Performance Measure

Plan All-Cause Readmission Rate

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

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

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including Information and Assistance, Case Coordination, Support Groups, Training/Consultation, Counseling, Respite Care and Supplemental Services to respond to the needs of family and other unpaid caregivers who provide care to adults (18 years and over) who have a functional disability. The exception to this rule would be Colville and Yakama Nation AAA who may be limited in funding to provide all the core FCSP services. The evidence-based, Tailored Caregiver Assessment and Referral system (TCARE®) is utilized and required to screen, assess, and consult with family caregivers to develop an individualized care plan to help provide the right services to meet the unmet needs at the right time. All TCARE® users must be licensed.

For Respite Services, both in-home and out-of-home respite care provider agencies shall be available (except where certain types of providers are unavailable) and provided on an hourly basis. Respite care workers shall be trained according to the DSHS/HCLA training requirements for the level of care provided (e.g., home care; adult day services, etc.). Respite care staff can be authorized to provide the supervision, companionship, personal care, and/or nursing care services usually provided by the primary caregiver of the adult care recipient. Services appropriate to the needs of individuals with dementia illnesses shall also be provided.

The AAA is responsible for staff inputting FCSP units of services, caregiver demographic data and TCARE® screens, assessments, and care plans into the GetCare reporting system.

- a. Memory Care & Wellness Services (MCWS) (ADS of Seattle/King County AAAs only): MCWS is a supervised daytime program for individuals with dementia and their family caregivers. MCWS offers a blend of health, social and family caregiver supports – it is defined, and requirements are specified in the MCWS Standards of Care, (updated 2019).

AAAs that offer MCWS will work collaboratively with DSHS/HCLA and providers in implementing strategies that ensure fidelity to MCWS requirements and promote sustainability of the program. Participating AAAs will ensure program requirements are incorporated into contracts with adult day services providers choosing to provide the MCWS.

- b. MCWS Program Requirements: Program requirements include (1) MCWS Standards of Care (2019) and (2) the integral Exercise for Mobility, previously known as EnhanceMobility, exercise intervention [and any subsequent updates of both (1) and (2)]. Participating AAAs will also work with DSHS/HCLA to develop and implement strategies that promote fidelity to the MCWS Standards of Care to measure compliance with standards, including incorporation of the MCWS Monitoring Tool (updated 2019) into adult day services monitoring visits with MCWS providers. The AAA will also use the MCWS Readiness Tool for with any sites that are new contractors for the MCWS program to assess capacity and needed improvements prior to contracting. The MCWS Standards of Care and MCWS Monitoring Tool and materials, and MCWS Readiness Tool are available on the DSHS/HCLA Intranet site, in the TCARE Online Resources page. <http://intra.altsa.dshs.wa.gov/tcare/memory.htm>
- c. MCWS Program Funds: Funds were targeted specifically for MCWS within the Family Caregiver Support Program to support an ongoing program for eligible family caregivers a minimum of two days per week. As this funding was intended to supplement existing FCSP allotments to MCWS, the target numbers to be served and the budget is built with the assumption that each month MCWS-specific funding will pay half and FCSP will pay half of the cost of MCWS each month.
- d. MCWS Proposed Targets and Funding: Each AAA will submit to DSHS/HCLA proposed target numbers for the remainder of FY 2025 (caregiver/care receiver dyads) for MCWS by January 31, 2025, along with the semi-annual report detailed in the final paragraph of this MCWS section. This proposal will reflect the total number of dyads to be served with the combined MCWS-specific and

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FCSP funding and take into account what has been learned over the last year about average days of utilization per month/year per caregiver, and anticipated program income/participation.

4. **Kinship Caregivers Support Program (KCSP)**, The AAA shall operate a Kinship Caregivers Support Program (KCSP), as authorized by the 2004 State Legislature, to provide financial support to grandparents and relatives who are the primary caregivers to children ages 18 and under who do not have an open case through the Department of Children, Youth and Families. The KCSP funds are available up to two times per year (the intervention cannot last more than three months, exception to policy for a fourth month is permitted). Funding is provided for items and services (see [MB H22-067](#) and LTC Chapter 17b) Policies for the Kinship Caregivers Support Program) to benefit of the children living with eligible relatives. The AAA is responsible for handling and approving the KCSP Exception to Policy (ETP) situations.

AAAs are responsible to ensure that when purchasing goods/services or one-time set-up fees/deposits on behalf of an eligible kinship caregiver, documentation within the client file must include: client's name, confirmation that the purchase is consistent with needs identified by caregiver, item/service is consistent with program requirements, a description of the goods and services including purchase price, and proof that the goods were purchased, goods or services received and the costs verified. Caregivers must sign an agreement acknowledging that funding may only be used for authorized items/services and their related responsibilities. Those kinship caregivers experiencing the most urgent/emergency needs have the highest priority. Program administration is limited to ten percent (10%) of the KCSP allocation. Another fifteen percent (15%) of the AAA's KCSP allocation may be spent on service delivery costs associated with activities such as outreach, screening, authorizing services, etc. The AAA is responsible for having staff utilize the CLC GetCare data reporting system to input clients, their demographics and service utilization. Annually, each October, the AAA is responsible for submitting a minimum of two case examples along with a list of unmet needs to the DSHS/HCLA Kinship Program Manager.

5. **Kinship Navigator Program (KNP)**, Kinship Navigator services were initially authorized by the 2005 State Legislature and as of 2023 is available in all AAAs. Kinship Navigators provide information and assistance functions, along with supportive listening to grandparents and other relatives of all ages who are raising relatives' children or planning to do so. They educate and connect grandparents and relatives (kinship caregivers over the age of 18) to community resources, such as health, financial, legal assistance, support groups, training, and urgently needed goods and services and explain how to apply for federal and state benefits. The Navigators provide follow-up with kinship caregivers as needed and develop collaborative working relationships with agencies and groups working with kinship caregivers. Navigators help educate the community, including services providers and organizations about the needs of kinship care families and available resources and services to them. Hard to reach kinship care families (geographically isolated and ethnic communities) should receive special outreach attention. Kinship navigators pro-actively mediate with state agency staff and/or service providers to make sure individual caregivers receive services they are eligible to receive. Support will be given to kinship caregivers to establish or maintain greater resiliency and long-term stability needed to keep children out of the foster care system and to better care for themselves. (Support may also be provided to kinship families involved with the formal child welfare system to help sustain child placement with relative caregivers.) Ten percent of the AAA KNP allocation is limited to general administration. Modest food costs are permitted only in conjunction with the provision of information and resource meetings, trainings, or conferences. The AAA is responsible for having staff utilize the CLC/Get Care reporting system to input their client data, and service utilization. Policy for KNP is in the LTC Manual Chapter 17c.

Tribal Kinship Navigator Program (TKN) was funded through state legislature in 2017. Eight tribes originally applied and were selected to participate. Currently, seven tribes are running TKN program.

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They include Yakama, Colville, Port Gamble S'Klallam, Quileute, Lummi, Samish, and Makah. Policy for TKN is in the LTC Manual Chapter 17c.

Kinship Navigator EBP Pilot (LMT, Pierce, SE ALTC).

In 2018, HCLA partnered with DCYF and UW to conduct a federally funded research project evaluating a case management model of service delivery by Kinship Navigators to kinship families. As part of the research project, HCLA partnered with three AAA's PSA 5, 6 & 9 to test a kinship navigator case management service delivery option for kinship caregivers. Washington State is approaching its eighth year of researching this case management model of the KNP funded by a grant from the Family First Prevention Services Act (FFPSA).

It takes more time for the Navigators to deliver this case management model, thus requiring additional funds to provide these services. HCLA will amend additional pass-through funds into the pilot AAAs' OAA CY25 contracts while we work out reimbursement.

The case management model includes an intake with a needs assessment, goal setting, referrals, and support. Follow-ups are conducted three and six months after the intake with additional goal support as needed. These case management services must be provided to clients before future reimbursement occurs. Reimbursement is only possible during an open case management cycle including non-federal dollars spent on families and time spent on support. The Title IV-E Prevention Clearinghouse prioritizes programs or services that are in active use.

The pilot sites will provide the AAA monthly reports on open case management client participation, time spent with clients, and nonfederal dollars used for goods and services on their behalf. This information will also be submitted into the GetCare database system and planned to be used to draw down new federal funds.

- 6. Senior Drug Education Program.** In accordance with RCW 74.09.660, the AAAs shall provide services to inform and train persons sixty-five (65) years of age and older in the safe and appropriate use of prescription and non-prescription medications.

The AAA will be responsible for compiling and submitting data on a monthly or quarterly basis. Options for submitting program data include:

- a. E-mailing the ALTSA HCLA Senior Drug Education Program Template to the Community Living Connections Program Manager; or
- b. Direct entry of data (service recording) into the CLC Get-Care reporting systems. (Senior Drug Education events can be entered into the Event Manager Tool in CLC GetCare at the discretion of the AAA.)

Funds appropriated for the Senior Drug Education Program must adhere to the amounts set forth in the Budget, Exhibit B, and in the AAA's approved Senior Drug Education Program.

- 7. Senior Farmers Market Nutrition Program (SFMNP),** The AAA shall operate a Senior Farmers Market Nutrition Program as authorized by the Legislature and USDA in accordance with 7 CFR 249, chapter 246-780 WAC Farmers Market Nutrition Program and DSHS/HCLA program instructions.
- 8. Agency Worker Health Insurance (AWHI) for Non-Medicaid Services,** For services provided by contracted home care agencies (HCAs) for Family Caregiver Support Program (FCSP) Respite and Non-core personal care/chore programs, Area Agencies on Aging (AAAs) will pay HCAs for each service hour provided under these programs for AWHI at the calculated parity equivalent amount

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determined by the Rate Setting Board for individual providers. AAAs will bill DSHS/HCLA for the same per instructions received through Management Bulletin(s). This pass-through funding will not be reflected in the contract budget or impact the maximum consideration.

9. **Caregiver Training Tuition for Non-Medicaid Services**, For services provided by contracted home care agencies (HCAs) for Family Caregiver Support Program (FCSP) Respite and non-Core personal care/chore programs, Area Agencies on Aging (AAAs) will pay HCAs for each hour provided under these programs for training tuition at the calculated parity equivalent amount determined by DSHS as documented for the Rate Setting Board for individual providers. AAAs will bill DSHS/HCLA for the training tuition per instructions received through Management Bulletin(s). This pass-through funding will not be reflected in the contract budget or impact the maximum consideration
10. **Volunteer Services (Northwest Regional Council AAA only)**, Services shall be provided in accordance with all applicable regulations in WAC 388-106-0660 through 0675.
11. **Home Delivered Meal (HDM) Expansion**, The AAA will continue to serve expanding HDM services to new or underserved populations or areas within their Planning Service Area (PSA) for SB5736 (Session Law 2017). The AAA will enter all HDM service data in CLC GetCare for reporting purposes. This funding should be considered pass through to providers.
12. **Senior Nutrition Services**, Senior Nutrition Services is ongoing State General Funds that may be used in any Senior Nutrition program area (Congregate Nutrition, Home Delivered Meals, Nutrition Education, or Senior Farmers Market Nutrition Program). Funds may be used for outreach for senior nutrition services or innovative grocery or emergency meal programs. These funds may also be used to match federal sources such as OAA.
13. **Program of All-Inclusive Care for the Elderly (PACE) (Pierce County Aging & Disability Services, Aging and Long-Term Care of Eastern Washington, and Snohomish County Aging and Disability Services Area Agencies on Aging (AAAs) only)**, The AAA will provide assessment services for PACE to determine either eligibility or ongoing eligibility for participants choosing PACE in accordance with Chapter 22 of the Long-Term Care Manual.

PACE staff will not be part of the TXIX clinical ratio and will track time completing assessment services for PACE separately from other work duties. The PACE is an innovative program providing frail individuals aged 55 and older comprehensive medical and social services coordinated and provided by an interdisciplinary team of professionals in a community-based center and in their homes, helping program participants delay or avoid long-term nursing home care. Case management services for PACE are provided by the PACE provider.
14. **Care Transitions**, The Area Agency on Aging (AAA) shall provide staffing to support transitions of care from acute care hospitals and community-based setting, and report data in biannual reports to the HCLA Program Manager and in the GetCare reporting system.
15. **Medicaid Alternative Care and Tailored Supports for Older Adults**
 - a. The AAAs shall provide MAC and TSOA services in accordance with Chapter 30 of the Long-Term Care Manual, CMS Special Terms and Conditions for the Project in accordance with all applicable regulations in WAC including 388-106-1900 to 1990 and chapter 182-513 WAC.
 - b. **Required Systems**. The AAA will utilize the following systems in the administration and delivery of MAC and TSOA:
 - (1) GetCare is the system of record and must be used to authorize services. GetCare will generate

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care plans for Step 1 and Step 2 caregiver services. The GetCare system must be used to screen, assess and care plan for care receivers who have not identified a caregiver to support.

- (2) Tailored Caregiver Assessment and Referral system (TCARE®), is utilized and required to screen, assess and consult with family caregivers to develop an individualized care plan to help provide the right services to meet the unmet needs at the right time.
- (3) ProviderOne is the payment system for services.
- (4) Agency Contracts Database (ACD) must be used to create or register service provider contracts.
- (5) Barcode will store documents and financial eligibility status and will be accessed to communicate with HCS financial workers and generate some client notices.

- c. **Contract Management.** The AAA will manage AAA contracted providers with qualified providers of MAC and TSOA services based on the service types listed in WAC 388-106-1915 and CMS Special Terms and Conditions. AAAs must have an open application process to accept new applications from potential Medicaid providers. Some provider types may not be available or feasible in all service areas and the AAA will periodically analyze network adequacy and target additional provider recruitment efforts based on client need.

The AAA will manage contracts in compliance with chapter 74.39 RCW, chapter 74.39A RCW, and all applicable regulations in chapter 388-71 WAC, chapter 388-106 WAC, and chapter 246-335 WAC. All contract management shall comply with Chapter 6 of the Policies and Procedures for Area Agency on Aging Operations. All contracts used in these programs must be registered in ACD and include applicable demonstration language.

- d. **Presumptive Eligibility.** The AAA will use preliminary information provided through screening to determine if a care receiver meets the functional eligibility criteria as defined in WAC 388-106-0355 and financial eligibility requirements defined in WAC 182-513-1615 or 182-513-1620 in order to receive services while the formal eligibility determination by HCS is being completed.
 - (1) **Qualified Entity.** AAAs are an entity designated in the Demonstration as qualified to determine Presumptive Eligibility (PE) for MAC and TSOA. The AAA must agree through this Agreement to participate as a qualified entity and assures that PE determinations will be made only with qualified staff and in accordance with DSHS policies and procedures. AAAs may delegate this function through AAA contract provider provided the AAA contracted provider entity assures the use of qualified staff and adherence to DSHS policies and procedures.
 - (2) **Qualified Staff.** Presumptive eligibility shall be determined by staff of qualified entities who have met at least the following qualifications:
 - (a) A college degree and at least two years of social service experience or an equivalent level of education plus relevant experience.
 - (b) Completion of DSHS PE training curriculum prior to determining PE; and
 - (c) The state will provide the initial training curriculum and the PE determination form in Get Care. Any subsequent content changes will be provided to the AAA.
 - (3) **Quality Assurance and Monitoring.** The state will monitor AAAs for adherence to policies applicable to presumptive eligibility determinations through contract monitoring and quality

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assurance reviews.

As part of the state's Quality Improvement Strategy, a sample of PE determinations will be reviewed yearly to determine that PE was established appropriately. The state must report to CMS all participants who were found presumptively eligible initially, then later determined not eligible.

- e. **Waitlist.** The AAA agrees to implement the statewide waitlist policy if the state determines it is needed per WAC 388-106-1975. In the event the state implements a waitlist, the authority for presumptive eligibility terminates and the state may reduce the benefit caps for new enrollees.

- f. **Reporting.**

The AAA will update and submit their Warm Handoff Protocol (WHO) to ALTSA HCLA by February 1, 2026. Associated costs can be billed to Program Support Activities.

The AAA will submit an annual report to ALTSA HCLA by October 31, 2026, including:

- (1) Accomplishments, one or more case studies for each program, and any policy or administrative difficulties in the operation of the Demonstration.
- (2) Consumer Issues. The AAA must track and summarize by types of complaints or problems consumers identified about the program or grievances. Tracking report will include trends discovered, resolution, and any actions taken to prevent other occurrences.
- (3) CMS or Evaluation may require additional reporting elements if they cannot be derived through administrative data.

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

Long Term Services and Supports (LTSS) Presumptive Eligibility (PE). AAA staff will be required to provide clients with the option to apply to LTSS PE, and to support eligible clients through LTSS PE process pursuant to Chapter 30e of the HCLA Long-Term Care Manual. Duties include, but are not limited to:

- a. Conduct LTSS PE screening/assessment.
- b. Determine eligibility.
- c. Complete LTSS PE Care Plan.
- d. Complete LTSS PE Recipient Access Codes (RACs) and authorizations for services.
- e. Provide LTSS PE case management services until full eligibility determination is completed by Home and Community Services (HCS).

BARS CODE	ALN/CFDA Number	DSHS Allocated	TXIX / MFP AAA Requested	Care Transitions	SCSA	State Family Caregiver	Kinship Caregiver	Kinship Navigator
		93.778 / 93.791 Title XIX/MFP/ Chore	93.778 / 93.791 Matched by SCSA/Local					
.10	Administration	547,750		0	0	0	0	0
.11	Area Agency Planning/Administration			0	0	0	0	0
.12	Interfund Payments for Services			0	0	0	0	0
.13	Core Services Contract Management	547,750						
.21	Coordination			0				
.31	Legal Assistance				0			
.40	Access Services	15,154,308	389,230		0			
.41	Transportation				0			
.42	Information & Assistance		75,000		0			
.43.1	Case Management/Nursing Services (Core Services)	15,154,308	314,230		0			
.43.2	Case Management (Aging Network)				0			
.44	Nursing Services - DDA	0						
.46	Nursing Services - Contracted with HCS	0						
.48	Muckleshoot Front Door (King only)	0						
.49	Contracted Front Door Functions (King only)	0						
.50	In-Home Services				0			
.51	Chore Services - Aging Network				0			
.52	Personal Care Services - Aging Network				0			
.55	Bath Assistance				0			
.57	Minor Home Repair and Maintenance				0			
.58	Adult Day Care				0			
.59	Volunteer Services (NW Only)							
.59A	Assistive Technology/DME/PERS				0			
.50	Other In-home Services				0			
.60	Nutrition Services				0			
.61	Congregate Meals				0			
.62	Grab and Go Meals				0			
.63	Nutrition Education & Outreach				0			
.64	Home Delivered Meals				0			
.66	Registered Dietician				0			
.67	Senior Farmer's Mkt (SFMNP)							
.67.1	Food Purchased				0			
.67.2	Vouchers Allocated (non AAA expenditure)							
.67.3	Service Delivery				0			
.70-.80	Social & Health Services				0	0	0	0
.71	Adult Day Health				0			
.74	Senior Drug Education							
.75	Disease Prevention/Health Promotion				0			
.76	Elder Abuse Prevention				0			
.77	Mental Health				0			
.78.1	Kinship Caregiver Support Program							
.78.1.a	KCSP Service Delivery						0	
.78.1.b	Goods and Services						0	
.78.2	Kinship Navigator Services							0
.78.2.a	Kinship Navigator Service Delivery							0
.79	Family Caregiver Support Program							
.79.1	Information Services				0	0		
.79.2.a.1	Access Assistance - Case Management				0	0		
.79.2.a.2	Access Assistance - Information and Assistance				0	0		
.79.2.b	Support Services				0	0		
.79.3	Respite Care Services				0	0		
.79.4	Supplemental Services				0	0		
.79.6	Memory Care and Wellness (King only)					0		

	DSHS	TXIX / MFP	Care		State	Kinship	Kinship
.84 Health Appliance/Limited Health Care				0			
.88 Long Term Care Ombudsman				0			
.89 Newsletters				0			
.90 Other Activities	0		0	0			
Foot Care				0			
Peer Counseling				0			
Outreach				0			
Consumable Supplies				0			
Health				0			
Public Education				0			
Socialization				0			
Care Transitions			0	0			
MTP							
PACE							
Total Services	15,154,308	389,230	0	0	0	0	0
GRAND TOTAL	15,702,058	389,230	0	0	0	0	0
Total Allotment	15,702,058	389,230	164,710	757,867	1,027,395	161,568	127,417
To be completed by HCLA							
Current Total Allotment	15,702,058	389,230	164,710	757,867	1,027,395	161,568	127,417
Prior Amount Allotted	0	0	0	0	0	0	0
Net Change:	15,702,058	389,230	164,710	757,867	1,027,395	161,568	127,417

	ALN/CFDA Number	Senior Nutrition	Sr Farmers Market 10.576	MTP MAC/TSOA	MTP LTSS PE	Other HCLA Funding	Total HCLA	Non-HCLA Funding Sources
BARS CODE								
.10	Administration	0	21,274	0	0	0	569,024	0
.11	Area Agency Planning/Administration	0	21,274	0	0	0	21,274	0
.12	Interfund Payments for Services	0	0	0	0	0	0	0
.13	Core Services Contract Management						547,750	0
.21	Coordination						0	0
.31	Legal Assistance						0	0
.40	Access Services						15,543,538	0
.41	Transportation						0	0
.42	Information & Assistance						75,000	0
.43.1	Case Management/Nursing Services (Core Services)						15,468,538	0
.43.2	Case Management (Aging Network)						0	0
.44	Nursing Services - DDA						0	0
.46	Nursing Services - Contracted with HCS						0	0
.48	Muckleshoot Front Door (King only)						0	0
.49	Contracted Front Door Functions (King only)						0	0
.50	In-Home Services					0	0	0
.51	Chore Services - Aging Network						0	0
.52	Personal Care Services - Aging Network						0	0
.55	Bath Assistance						0	0
.57	Minor Home Repair and Maintenance						0	0
.58	Adult Day Care						0	0
.59	Volunteer Services (NW Only)					0	0	0
.59A	Assistive Technology/DME/PERS						0	0
.50	Other In-home Services						0	0
.60	Nutrition Services	0	203,300			57,362	260,662	0
.61	Congregate Meals	0					0	0
.62	Grab and Go Meals	0					0	0
.63	Nutrition Education & Outreach	0	500				500	0
.64	Home Delivered Meals	0				57,362	57,362	0
.66	Registered Dietician	0					0	0
.67	Senior Farmer's Mkt (SFMNP)							
.67.1	Food Purchased		0				0	0
.67.2	Vouchers Allocated (non AAA expenditure)		202,800				202,800	0
.67.3	Service Delivery		0				0	0
.70-.80	Social & Health Services					12,612	12,612	0
.71	Adult Day Health						0	0
.74	Senior Drug Education					12,612	12,612	0
.75	Disease Prevention/Health Promotion						0	0
.76	Elder Abuse Prevention						0	0
.77	Mental Health						0	0
.78.1	Kinship Caregiver Support Program							
.78.1.a	KCSP Service Delivery						0	0
.78.1.b	Goods and Services						0	0
.78.2	Kinship Navigator Services						0	0
.78.2.a	Kinship Navigator Service Delivery						0	
.79	Family Caregiver Support Program							
.79.1	Information Services						0	0
.79.2.a.1	Access Assistance - Case Management						0	0
.79.2.a.2	Access Assistance - Information and Assistance							
.79.2.b	Support Services						0	0
.79.3	Respite Care Services						0	0
.79.4	Supplemental Services						0	0
.79.6	Memory Care and Wellness (King only)						0	0

	Senior	Sr Farmers					Non-HCLA
.84 Health Appliance/Limited Health Care						0	0
.88 Long Term Care Ombudsman						0	0
.89 Newsletters						0	0
.90 Other Activities	0		0	0	28,426	28,426	0
Foot Care						0	0
Peer Counseling						0	0
Outreach						0	0
Consumable Supplies	0					0	0
Health						0	0
Public Education						0	0
Socialization						0	0
Care Transitions					0	0	0
MTP			0	0		0	0
PACE					28,426	28,426	0
Total Services	0	203,300	0	0	98,400	15,845,238	0
GRAND TOTAL	0	224,574	0	0	98,400	16,414,262	0
Total Allotment	1,390,099	224,574	1,404,638	0	98,400	21,447,956	0
To be completed by HCLA							
Current Total Allotment	1,390,099	224,574	1,404,638	0	98,400	21,447,956	0
Prior Amount Allotted	0	0	0	0	0	0	0
Net Change:	1,390,099	224,574	1,404,638	0	98,400	21,447,956	0

ALN/CFDA Number		Grand Total	Description
BARS CODE			
.10	Administration	569,024	
.11	Area Agency Planning/Administration	21,274	
.12	Interfund Payments for Services	0	
.13	Core Services Contract Management	547,750	
.21	Coordination	0	
.31	Legal Assistance	0	
.40	Access Services	15,543,538	
.41	Transportation	0	
.42	Information & Assistance	75,000	
.43.1	Case Management/Nursing Services (Core Services)	15,468,538	
.43.2	Case Management (Aging Network)	0	
.44	Nursing Services - DDA	0	
.46	Nursing Services - Contracted with HCS	0	
.48	Muckleshoot Front Door (King only)	0	
.49	Contracted Front Door Functions (King only)	0	
.50	In-Home Services	0	
.51	Chore Services - Aging Network	0	
.52	Personal Care Services - Aging Network	0	
.55	Bath Assistance	0	
.57	Minor Home Repair and Maintenance	0	
.58	Adult Day Care	0	
.59	Volunteer Services (NW Only)	0	
.59A	Assistive Technology/DME/PERS	0	
.50	Other In-home Services	0	
.60	Nutrition Services	260,662	
.61	Congregate Meals	0	
.62	Grab and Go Meals	0	
.63	Nutrition Education & Outreach	500	
.64	Home Delivered Meals	57,362	
.66	Registered Dietician	0	
.67	Senior Farmer's Mkt (SFMNP)		
.67.1	Food Purchased	0	
.67.2	Vouchers Allocated (non AAA expenditure)	202,800	
.67.3	Service Delivery	0	
.70-.80	Social & Health Services	12,612	
.71	Adult Day Health	0	
.74	Senior Drug Education	12,612	
.75	Disease Prevention/Health Promotion	0	
.76	Elder Abuse Prevention	0	
.77	Mental Health	0	
.78.1	Kinship Caregiver Support Program		
.78.1.a	KCSP Service Delivery	0	
.78.1.b	Goods and Services	0	
.78.2	Kinship Navigator Services	0	
.78.2.a	Kinship Navigator Service Delivery	0	
.79	Family Caregiver Support Program		
.79.1	Information Services	0	
.79.2.a.1	Access Assistance - Case Management	0	
.79.2.a.2	Access Assistance - Information and Assistance	0	
.79.2.b	Support Services	0	
.79.3	Respite Care Services	0	
.79.4	Supplemental Services	0	
.79.6	Memory Care and Wellness (King only)	0	

.84	Health Appliance/Limited Health Care	0	
.88	Long Term Care Ombudsman	0	
.89	Newsletters	0	
.90	Other Activities	28,426	
	Foot Care	0	
	Peer Counseling	0	
	Outreach	0	
	Consumable Supplies	0	
	Health	0	
	Public Education	0	
	Socialization	0	
	Care Transitions	0	
	MTP	0	
	PACE	28,426	
	Total Services	15,845,238	
	GRAND TOTAL	16,414,262	

Total Allotment	21,447,956
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To be completed by HCLA	
Current Total Allotment	21,447,956
Prior Amount Allotted	0
Net Change:	21,447,956

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Exhibit C

Funds Match Certification

(This form must be submitted with final contract billing.)

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

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

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

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

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

TYPE OF SERVICE/CONTRACT

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

Instructions

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

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Date:	Date when form was completed.
Title or position:	Title or position of entity authorized representative
Printed name:	Printed name of authorized representative.
Telephone number:	Telephone number of authorized representative. Include the area code.

FUND MATCH CERTIFICATION DSHS
06-155 (REV. 02/2015)

ALN/CFDA Number		DSHS Allocated 93.778 / 93.791	TXIX / MFP AAA Requested 93.778 / 93.791	Care Transitions	SCSA	State Family Caregiver	Kinship Caregiver	Kinship Navigator	Senior Nutrition	Sr Farmers Market 10.576	MTP MAC/TSOA	MTP LTSS PE	Other HCLA Funding	Total HCLA	Non-HCLA Funding Sources	Grand Total	Description
BARS CODE		Title XXX/MFP/ Chore	Matched by SCSA/Local														
.10	Administration	547,750		0	0	0	0	0	0	21,274	0	0	0	568,024	0	569,024	
.11	Area Agency Planning/Administration			0	0	0	0	0	0	21,274	0	0	0	21,274	0	21,274	
.12	Interfund Payments for Services			0	0	0	0	0	0	0	0	0	0	0	0	0	
.13	Core Services Contract Management	547,750								0				547,750	0	547,750	
.21	Coordination			0										0	0	0	
.31	Legal Assistance				0									0	0	0	
.40	Access Services	15,154,308	389,230		0									15,643,538	0	15,643,538	
.41	Transportation				0									0	0	0	
.42	Information & Assistance		75,000		0									75,000	0	75,000	
.43.1	Case Management/Nursing Services (Core Services)	15,154,308	314,230		0									15,468,538	0	15,468,538	
.43.2	Case Management (Aging Network)				0									0	0	0	
.44	Nursing Services - ODA	0												0	0	0	
.46	Nursing Services - Contracted with HCS	0												0	0	0	
.48	Muckleshoot Front Door (King only)	0												0	0	0	
.49	Contracted Front Door Functions (King only)	0												0	0	0	
.50	In-Home Services				0								0	0	0	0	
.51	Chore Services - Aging Network				0									0	0	0	
.52	Personal Care Services - Aging Network				0									0	0	0	
.55	Bath Assistance				0									0	0	0	
.57	Minor Home Repair and Maintenance				0									0	0	0	
.58	Adult Day Care				0									0	0	0	
.59	Volunteer Services (NW Only)												0	0	0	0	
.59A	Assistive Technology/DME/PERS				0									0	0	0	
.59	Other In-home Services													0	0	0	
.60	Nutrition Services				0				0	203,300			57,362	260,662	0	260,662	
.61	Congregate Meals				0				0					0	0	0	
.62	Grab and Go Meals				0				0					0	0	0	
.63	Nutrition Education & Outreach				0					500				500	0	500	
.64	Home Delivered Meals				0								57,362	57,362	0	57,362	
.66	Registered Dietician				0				0					0	0	0	
.67	Senior Farmer's Mkt (SFMNP)																
.67.1	Food Purchased				0					0				0	0	0	
.67.2	Vouchers Allocated (non AAA expenditure)									202,800				202,800	0	202,800	
.67.3	Service Delivery									0				0	0	0	
.70-.80	Social & Health Services				0	0	0	0					12,612	12,612	0	12,612	
.71	Adult Day Health				0									0	0	0	
.74	Senior Drug Education												12,612	12,612	0	12,612	
.75	Disease Prevention/Health Promotion				0									0	0	0	
.76	Elder Abuse Prevention				0									0	0	0	
.77	Mental Health				0									0	0	0	
.78.1	Kinship Caregiver Support Program																
.78.1.a	KCSIP Service Delivery						0							0	0	0	
.78.1.b	Goods and Services													0	0	0	
.78.2	Kinship Navigator Services							0						0	0	0	
.78.2.a	Kinship Navigator Service Delivery													0	0	0	
.79	Family Caregiver Support Program																
.79.1	Information Services				0	0								0	0	0	
.79.2.a.1	Access Assistance - Case Management				0	0								0	0	0	
.79.2.a.2	Access Assistance - Information and Assistance				0	0								0	0	0	
.79.2.b	Support Services				0	0								0	0	0	
.79.3	Respite Care Services				0	0								0	0	0	
.79.4	Supplemental Services				0	0								0	0	0	
.79.5	Memory Care and Wellness (King only)					0								0	0	0	
.84	Health Appliances/Limited Health Care				0									0	0	0	
.88	Long Term Care Ombudsman				0									0	0	0	
.89	Newsletters				0									0	0	0	
.90	Other Activities	0		0	0				0		0	0	28,426	28,426	0	28,426	
	Foot Care				0									0	0	0	
	Peer Counseling				0									0	0	0	
	Outreach				0				0					0	0	0	
	Consumable Supplies				0									0	0	0	
	Health				0									0	0	0	
	Public Education				0									0	0	0	
	Socialization				0									0	0	0	
	Care Transitions			0	0								0	0	0	0	
	MTP										0	0		0	0	0	
	PACE												28,426	28,426	0	28,426	
	Total Services	15,154,308	389,230	0	0	0	0	0	0	203,300	0	0	98,400	15,845,238	0	15,845,238	
	GRAND TOTAL	15,702,058	389,230	0	0	0	0	0	0	224,574	0	0	98,400	16,414,262	0	16,414,262	

Total Allotment	15,702,058	389,230	164,710	757,867	1,027,395	161,568	127,417	1,390,099	224,574	1,404,638	0	0	98,400	21,447,956	0	21,447,956
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To be completed by HCLA

Current Total Allotment	15,702,058	389,230	164,710	757,867	1,027,395	161,568	127,417	1,390,099	224,574	1,404,638	0	0	98,400	21,447,956	0	21,447,956
Prior Amount Allotted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Change:	15,702,058	389,230	164,710	757,867	1,027,395	161,568	127,417	1,390,099	224,574	1,404,638	0	0	98,400	21,447,956	0	21,447,956