

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>	AAA AGREEMENT State/Federal	DSHS AGREEMENT #: 2069-80754
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 ATTN HSD Contracts 3000 Rockefeller Avenue MS 305 Everett WA 98201-4046		CONTRACTOR DSHS INDEX NUMBER 1065
CONTRACTOR TELEPHONE (425) 388-7218	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS aime.fink@co.snohomish.wa.us
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Management Services Division	DSHS CONTRACT CODE 1016LS-69
DSHS CONTACT NAME AND TITLE Tammy Layton Contracts Specialist		DSHS CONTACT ADDRESS PO Box 45600 Olympia WA 98504
DSHS CONTACT TELEPHONE (360)725-2419	DSHS CONTACT FAX (360)407-0369	DSHS CONTACT E-MAIL ADDRESS tammy.layton@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT? Yes		CFDA NUMBERS 93.778 93.791
AGREEMENT START DATE 07/01/2020	AGREEMENT END DATE 06/30/2021	MAXIMUM AGREEMENT AMOUNT \$10,596,037.00
EXHIBITS. The following Exhibits are attached and incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work; Exhibit B, Budget; Exhibit C, Local Match Certification Form; Exhibit D, Grant Award Documents.		
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Susan Neely, Executive Director	DATE SIGNED 7-1-20
DSHS SIGNATURE 	PRINTED NAME AND TITLE For: April Hassett, Contracts Manager	DATE SIGNED 7/6/2020

Tammy Layton, Contract Manager

COUNCIL USE ONLY	
Approved	<u>July 1, 2020</u>
Doc File	<u>D-1</u>

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.

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11. **Entire Agreement.** This Agreement including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.
12. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the AAA against DSHS involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against a County AAA involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
13. **Independent Status.** Except as otherwise provided in Paragraph 26 herein below, for purposes of this Agreement, the AAA acknowledges that the AAA is not an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The AAA shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the AAA or the AAA's employees.
14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The AAA certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.
16. **Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
 - a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the AAA's invoices to DSHS and all expenditures made by the AAA to perform as required by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

26. Subcontracting.

- a. The AAA may, without further notice to DSHS; subcontract for those services specifically defined in the Area Plan submitted to and approved by DSHS, except subcontracts with for-profit entities must have prior DSHS approval.
- b. The AAA must obtain prior written approval from DSHS to subcontract for services not specifically defined in the approved Area Plan.
- c. Any subcontracts shall be in writing and the AAA shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all client services Subcontracts unless an exception to including a particular term or terms has been approved in advance by DSHS.
- d. Subcontractors are prohibited from subcontracting for direct client services without the prior written approval from the AAA.
- e. When the nature of the service the subcontractor is to provide requires a certification, license or

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

- f. In any contract or subcontract awarded to or by the AAA in which the authority to determine service recipient eligibility is delegated to the AAA or to a subcontractor, such contract or subcontract shall include a provision acceptable to DSHS that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a fair hearing in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.
- g. If DSHS, the AAA, and a subcontractor of the AAA are found by a jury or trier of fact to be jointly and severally liable for damages rising from any act or omission from the contract, then DSHS shall be responsible for its proportionate share, and the AAA shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, DSHS and the AAA shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the AAA. This term shall not apply in the event of a settlement by either DSHS or the AAA.
- h. Any subcontract shall designate subcontractor as AAA's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for Business Associate contract. AAA shall ensure that all client records and other PHI in possession of subcontractor are returned to AAA at the termination or expiration of the subcontract.

27. Subrecipients.

- a. General. If the AAA is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the AAA shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the AAA is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to

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

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

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

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

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

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

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

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

31. Termination for Default.

- a. The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to the AAA, if DSHS has a reasonable basis to believe that the AAA has:
 - (1) Failed to meet or maintain any requirement for contracting with DSHS;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- b. Before the Contracts Administrator may terminate this Agreement for default, DSHS shall provide the AAA with written notice of the AAA's noncompliance with the agreement and provide the AAA a reasonable opportunity to correct the AAA's noncompliance. If the AAA does not correct the AAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the agreement. The Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.
- c. The AAA may terminate this Agreement for default, in whole or in part, by written notice to DSHS, if the AAA has a reasonable basis to believe that DSHS has:
 - (1) Failed to meet or maintain any requirement for contracting with the AAA;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
- d. Before the AAA may terminate this Agreement for default, the AAA shall provide DSHS with written notice of DSHS' noncompliance with the Agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the AAA may then terminate the Agreement.

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

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

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

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

HIPAA Compliance

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

35. Definitions.

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human

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Services, Office for Civil Rights.

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

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

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

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

38. Individual Rights.

- a. Accounting of Disclosures.
 - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
 - (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
 - (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an

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

b. Access

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

c. Amendment.

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

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

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

43. Miscellaneous Provisions.

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

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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 Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- e. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.
- f. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
- g. "Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractor's, volunteers, or directors.
- h. "Case Handling FTE" means clinical and non-clinical FTE who perform functions that directly support the core TXIX in-home caseload. Individual provider contracting functions are included in case handling FTE. All case handling staff must meet the minimum staff qualifications defined in the AAA Policies and Procedures Manual Chapter 1 – Policies.

Staff that are not considered case handling FTE include Case Management Directors, lead workers, quality assurance staff, and fair hearing coordinators who do not supervise case handling staff or carry a caseload. Home Care Referral Registry staff, clerical staff, budget and financial managers, grants managers, planners, information technology staff, core services contract management staff, and AAA Director time spent on oversight of LTC core Case Management/Nursing Services operations are not counted as case handling FTE. Case handling FTE does not include basic supervisory functions even when direct client contact is involved, for example, case staffing, administrative hearings, and fielding calls from clients.

Case handling FTE is reported with AAA TXIX unit rate billings to understand staffing patterns, however, payment is only connected to case handling FTE when an Area Agency on Aging has

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negotiated additional funds to support a case-handling ratio.

- i. "Caseload ratio adjustment factor" means the Consumer Price Index inflation factor used for the state budget revenue forecast combined with the percent change in funding allocated for clinical staffing by DSHS to the Area Agency on Aging TXIX case management program. This factor is used to determine the initial clinical ratio for each AAA.
- j. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- k. "Client" means an individual that is eligible for or receiving services provided by the AAA in connection with this Agreement.
- l. "Clinical Ratio" means the ratio applied to TXIX case management services to define the number of required clinical FTE per client caseload. The clinical ratio is calculated by dividing the actual monthly core in-home caseload by the total number of case management, licensed health professional, and RN FTE's employed or subcontracted with the AAA. Clinical FTE perform clinical functions described in the Long Term Care Manual Chapters 3: Assessment and Care Planning, 5: Case Management, or 24: Nursing Services. Examples of clinical tasks include completing assessments, service planning, eligibility determination or medical/nursing services for core clients. Clinical staff included in the clinical ratio may also perform non-clinical activities. All reported clinical time must be supported by adequate payroll and allocation documentation.

Staff who do not meet the minimum staff qualifications for clinical staff and/or who predominantly perform non-clinical functions are not included in the clinical ratio calculation (e.g. case aides). Examples of non-clinical tasks include assisting clients in completing forms, individual provider contracting (including background check and training compliance activities), ProviderOne/IPOne authorization input, mailing planned action notices, and administrative activities related to individual provider overtime.

If case aide staff have some clinical job responsibilities, that portion of their FTE can only be included in the clinical ratio calculation if they meet staff qualifications for a case manager as defined in the AAA Policies and Procedures Manual Chapter 1 – Policies.

- m. "Core Services Contract Management" means contracts managed by Area Agencies on Aging to serve core TXIX in-home clients per Chapter 6 of the Area Agency on Aging Policies and Procedures Manual. Core Services Contracts include agency personal care services for AL TSA and DDA under CFC, Medicaid Personal Care, and Chore; and other state plan and waiver services. Contract Management includes staff and costs for procurement, negotiation and execution of core services contracts, monitoring (program and fiscal) as required by AL TSA, and training and technical assistance on contract requirements or monitoring findings. It does not include any of the functions associated with case management, such as individual provider contracting and individual provider contract compliance.
- n. "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.
- o. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
- p. "Data Universal Number System (DUNS) Number" means— a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It is used by the Federal government to identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.

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- q. “Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- r. “Designated Record Set” means a group of records maintained by or for the Covered Entity that is the medical and billing records about the individuals or the enrollment, payment, claims adjudication, and case or medical management records, used in whole or part by or for the Covered Entity to make decisions about individuals.
- s. “DSHS” or “the Department” means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- t. “Disaster Relief” means activities, goods, or services expended in the support of the health or safety of older adults in response to a Major Disaster Declaration.
- u. “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.
- v. “HIPAA” means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- w. “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).
- x. “No Personal Care Caseload” means TXIX clients that are not authorized personal care in a given month. These clients have an open authorization for another service in ProviderOne, and receive active case management while they attempt to locate a personal care provider.
- y. “Older Americans Act” refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- z. “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.
- aa. “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).
- bb. “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/>.
- cc. “Real Property” means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- dd. “Regulation” means any federal, state, or local regulation, rule, or ordinance.

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- ee. "Subcontract" means any separate agreement or contract between the AAA and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- ff. "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by DSHS in accordance with this Agreement.
- gg. "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.
- hh. "Supplies" means all tangible personal property other than equipment as defined herein.
- ii. "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/>

2. **Statement of Work.** The AAA shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Statement of Work (Exhibit A).
3. **Consideration.** Total consideration payable to the AAA for satisfactory performance of the work under this Agreement is a maximum of **\$10,596,037**, including any and all expenses and shall be based on the attached Exhibit B, Budget.
4. **Billing and Payment.**
 - a. Billing. The AAA shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to DSHS by the AAA not more often than monthly.

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

- b. Payment. Payment for **Medicaid Case Management and Nursing Services**, including Medicaid State plan, Waiver, Roads to Community Living (RCL), and state-funded Chore clients will be based on a monthly rate of **\$168.62** from DSHS Allocated Title XIX/Chore funding per month for each in-home agency personal care or in-home individual provider authorized case authorized by the AAA each month. In addition, a percentage of in-home cases authorized with a service, but no personal care, will be paid at the full unit rate. (The percentage will be noted on the SFY21 TXIX Case Management billing form and SFY21 TXIX Matched Case Management billing form, and may be adjusted at AL TSA's discretion.)

Payment for **Core Services Contract Management** for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore clients will be based on a monthly rate of **\$13.35** from DSHS Allocated Title XIX/Chore funding per month for each in-home agency

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personal care or in-home individual provider case authorized to the AAA each month. In addition, a percentage of in-home cases authorized with a service, but no personal care, will be paid at the full unit rate.

The average monthly projection of such cases over the course of this Agreement is **3,823**. The AAA will be paid for the number of actual cases authorized each month according to the payment schedule above. **The required clinical ratio is 81.8:1 with a buy-down to 80.4:1 per the Local Matching Funds Schedule.**

If the AAA is referred and serves a WA Roads case that is not otherwise counted in the caseload above, payment will be based on the same monthly rates as above from WA Roads funding. These cases will be considered in the clinical caseload ratio. This funding will not be reflected in the contract budget or maximum consideration.

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

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

DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Unless otherwise specified in this Agreement, DSHS shall not pay any claims for payment for services submitted more than forty-five (45) days after completion of the contract period. The AAA shall not bill DSHS for services performed under this Agreement, and DSHS shall not pay the AAA, if the AAA has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

- c. **Local Matching Funds:** The AAA may spend qualifying local funds on TXIX in-home case management and use it to collect additional federal matching funds. The amount of Senior Citizens Services Act funding in the approved budget 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 SFY21. Any additional requests for SCSA or other local fund sources to be matched must be approved by ALTSA and may require additional FTE to be purchased with these funds. A new clinical ratio or case handling ratio will be negotiated with ALTSA to draw down additional matching funds per the local matching funds schedule. If additional SCSA is proposed as a local match source, the AAA will report any impacts of reallocating SCSA funding when making the request to ALTSA.
- d. **Local Matching Funds schedule:** The AAA may increase the TXIX Requested Match as an add-on for the unit rate for each authorized in-home agency personal care case, in-home individual provider, no personal care, and New Freedom case accepted by the AAA each month per the schedule below.

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If Clinical Ratio is 1:	Then State/Local	Fed Match
81.8	\$ 3.84	\$ 3.84
81.6	\$ 4.31	\$ 4.31
81.4	\$ 4.78	\$ 4.78
81.2	\$ 5.25	\$ 5.25
81.0	\$ 5.72	\$ 5.72
80.8	\$ 6.19	\$ 6.19
80.6	\$ 6.66	\$ 6.66
80.4	\$ 7.14	\$ 7.14

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

5. **Confidentiality.** In addition to General Terms and Conditions Confidentiality language, the AAA or its Subcontractors may disclose information to each other, to DSHS, or to appropriate authorities, for purposes directly connected with the services provided to the client. This includes, but is not limited to, determining eligibility, providing services, and participation in disputes, fair hearings or audits. The AAA and its Subcontractors shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies and DSHS.

6. **Amendment Clause Exception.** The only exception to the General Term and Condition Amendment clause (clause 1.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email DSHS its acceptance of the amendment no later than the amendment start date.

7. **Duty to Disclose Business Transactions.**
 - a. Pursuant to 42 CFR 455.105(b), within 35 days of the date on a request by the Secretary of the U.S. Department of Health and Human Services or DSHS, Contractor must submit full and complete information related to Contractor's business transactions that include:
 - (1) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - (2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
 - b. Failure to comply with requests made under this term may result in denial of payments until the requested information is disclosed. See 42 CFR 455.105(c).

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

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

9. **Grant Awards.** Grant Awards are attached hereto as Exhibit D.

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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 subcontractors. The AAA shall comply with all applicable state and federal statute and rules, including but not limited to the United States Code, the Code of Federal Regulations, the Revised Code of Washington, the Washington Administrative Code, Federal Program Waivers for COVID-19, and any and all DSHS/AL TSA standards, guidelines, policy manuals, and management bulletins, including management bulletins that grant temporary COVID-19 flexibilities.

If a proposed change or combination of changes in any DSHS/AL TSA 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.

Due to COVID-19 pandemic impacts, disaster relief, and recovery efforts, many of the programs and requirements in this statement of work have been granted flexibilities as a result of Federal program waivers approved by Centers for Medicare and Medicaid, in management bulletins and rapid emergency response communications between AAAs and AL TSA in early 2020. AL TSA and the AAAs have been operating in close partnership and frequent communication under extraordinary circumstances that require frequent adaptation to meet the needs of Washingtonians. Some requirements for the services in this contract may continue to be relaxed, suspended, or achieved by alternate methods during the COVID-19 emergency and recovery period. Communications issued via email may be used to document flexibilities and do not require a contract amendment.

1. Title XIX Medicaid, CFDA No. 93.778 and State-Funded Chore

Payment for Medicaid Case Management, Nursing Services, New Freedom Eligibility Determination/Consultation Services, and Core Services Contract Management is based on the number of cases authorized per month, multiplied by the AAAs approved rate per case month. Any core revenues accrued through the unit rates must be used in Aging and Long Term Support Administration funded programs or in support of the Department's integration of care efforts or implementation of Evidence Based Practices (EBP) in Home & Community Based Services (HCBS). AAAs must report their TXIX Medicaid cumulative ending balance and annual expenditures for Case Management/Nursing Services and Core Services Contract Management to AL TSA at their fiscal year-end close.

- (1) Core Services Contract Management. The AAA will manage subcontracts with qualified providers of agency personal care and PERS services for Medicaid/Chore clients and Developmental Disabilities Administration (DDA) Medicaid clients. For AL TSA 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.
- (2) Adult Day Services Program Compliance. The AAA shall contract with and conduct initial and ongoing program compliance reviews for Title XIX contracted Adult Day Care and Adult Day Health programs in accordance with all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC. The AAA shall conduct a complete review of each contracted center at

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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.

- (3) 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.
- (4) The caseload ratio of clinical staff to clients required under this Contract is higher than the caseload ratio used in the workload metric that generates funding for the provision of case management and nursing services (CM/NS). The AAA and ALTSA have agreed to continue to collaborate on funding and to identify policies and practices in the Long Term Care Manual to recommend for elimination or suspension to better align the scope of work with available funding. Recommendations to better align the scope of work with available funding will be implemented as soon as feasible. Suspension or elimination of policies or practices may be contingent upon prior CMS approval.
- (5) The AAA may provide contracted nursing services for ALTSA clients and/or DDA clients in accordance with Chapter 24 of the Long Term Care Manual. Contracted Nursing for DDA will also adhere to DDA Policy 9.13 Skin Observation Protocol. (Olympic, Southwest, Eastern, LMT and Central AAAs only)
- (6) The AAA will provide administrative oversight and program development for Nursing Services for Medicaid clients in its Planning and Service Area (PSA). Such activities include monitoring performance and activities to implement DSHS policies, and preparation of reports as required by DSHS/ALTSA or local requirements, subcontract development and monitoring, service planning and system development.
- (7) Case Management. The AAA shall provide Case Management for Community First Choice, Medicaid Personal Care, COPES Waiver, RCL, and Chore clients receiving services in their own homes as described in the Long Term Care Manual, and in compliance with chapter 74.34 RCW, chapter 74.39 RCW, chapter 74.39A RCW, and all applicable regulations in chapter 388-71 WAC, chapter 388-106 WAC, and chapter 246-335 WAC.
- (8) The caseload ratio of clients to AAA staff required under this Contract is higher than the caseload ratio used in the workload metric that generates funding for CM/NS. The AAA and ALTSA agree to continue to collaborate on funding and to identify policies and practices in the Long Term Care Manual to recommend for elimination or suspension to better align the scope of work with available funding. Recommendations to better align the scope of work with available funding will be implemented as soon as feasible. Suspension or elimination of policies or practices may be contingent upon prior CMS approval.
- (9) The AAA will maintain a maximum average ratio of Medicaid/Chore/WA Roads clients to Clinical (Case Manager/Nursing) FTE, as defined by DSHS/ALTSA in the Special Terms & Conditions Billing and Payment Section (4.b), in its service area as a whole. The clinical caseload ratio may vary at sublevels within its service area based on the AAAs management decisions on caseload distribution or other factors. The AAA may negotiate for a different target ratio based on projection of cost increases above the normal rate of inflation that are beyond the AAA's control, when notice is provided in advance. The amount of Senior Citizen Services Act and other local funds used as match for federal Medicaid funding may also be negotiated.

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- (10) The AAA will provide administrative oversight and program development for Case Management for Medicaid, WA Roads and Chore clients in its area. Such activities include monitoring performance, activities to implement DSHS policies, preparation of reports as required by DSHS/ALTSA or local requirements, subcontract development and monitoring, service planning and system development.
- (11) Front Door. 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 **\$XXX.XX** each client. Per Budget (Exhibit B) line .49, funding is provided for these "front door" assessments completed by ACRS and CISC. The full appropriation for these front door activities must be passed on to ACRS and CISC via subcontracts between the AAA and those Agencies.
- (12) 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 60 initial assessments with reimbursements not to exceed **\$XXX.XX** each client.
- (13) Laptop Replacement Schedule. The AAA shall establish a laptop replacement schedule to assure each assessor has an operational laptop that meets minimum specifications needed for the Comprehensive Assessment Reporting Evaluation (CARE) tool. The laptop replacement schedule must ensure that equipment is sufficient to operate the state's mandated applications.
- (14) 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 Senior Information and Assistance 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 H06-064.
- (15) Medicaid New Freedom (NF) (Pierce and ADS of Seattle/King County AAAs only). The AAA will provide Eligibility Determination and Care Consultation Services (CCS) for AAA Medicaid participants who choose NF in accordance with Chapter 27 of the Long Term Care Manual and all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC.
- (16) New Freedom staff and participants will be part of the required clinical ratio calculation, as defined by DSHS/ALTSA in the Special Terms & Considerations Billing and Payment Section (4.b). New Freedom budget authorizations to the FMS will validate active client case management status for any month that client is active and personal care is not authorized.
- ~~(17)~~ The AAA must ensure Case Managers actively educate all clients or their representatives at Annual or Significant Change assessments about their choice of programs to achieve a net growth that includes conversions of existing clients, new clients from HCS, and clients exiting the program. ADS' target will be a net growth curve of 35 cases per quarter. Pierce's target will be a net growth curve of 15 cases per quarter. When these targets are achieved, the AAA will receive an additional Unit Rate enhancement of 5% for all NF clients billed during that quarter.
- (18) The AAA will provide administrative oversight and program development for CCS for NF in its service area. Such activities include monitoring performance, activities to implement DSHS policies, and preparation of reports as required by DSHS/ALTSA or local requirements.
- (19) 1519 Outcome and Performance Measures: The following outcomes and performance

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measures are incorporated into this Contract, as required by RCWs 70.320.040 and 74.39A.090:

1. Outcome: Health/Wellness
Performance Measures
 - Adults' Access to Preventative/Ambulatory Care
 - Alcohol/Drug Treatment Penetration
 - Mental Health Treatment Penetration
2. Outcome: Stable housing in community/Quality of Life
Performance Measure
 - Home and Community-Based Long Term Services and Supports Use
3. Outcome: Reductions in costs and utilization/ Quality of Life
Performance Measure
 - Emergency Department Visits
4. Outcome: Reduction in Avoidable Hospitalizations
Performance Measure
 - Plan All-Cause Readmission Rate

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

2. Washington Roads

The AAA shall provide Case Management for individuals living in subsidized housing that has been coordinated through ALTSA regardless of whether they are currently eligible for or receiving waiver/state plan home and community based services. Case management shall be provided in accordance with MB H13-072, 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 Billing and Payment Section b. in the Special Terms and Conditions.

3. Senior Citizens Services Act (SCSA)

The AAA shall provide services in accordance with chapter 74.38 RCW and all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC. SCSA funds are designed to restore individuals to, or maintain them at, the level of independent living they are capable of attaining. These alternative services and forms of care should be designed to both complement the present forms of institutional care and create a system whereby appropriate services can be rendered according to the care needs of an individual.

4. State Family Caregiver Support Program (SFCSP)

The AAAs shall provide SFCSP services in accordance with Chapter 17 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

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system of support services including: Information and Assistance, 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 of the core FCSP services. The evidence-based, Tailored Caregiver Assessment and Referral system, 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.

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 and/or daily basis. Respite care workers shall be trained according to the DSHS/AL TSA 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 and caregiver demographic data into the GetCare reporting system until such time as TCARE® is embedded into GetCare.

- a. Memory Care & Wellness Services (MCWS) (Northwest Regional Council and 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 “Memory Care & Wellness Services (MCWS) Standards of Care, (updated 2019).

AAAs that offer Memory Care & Wellness Services (MCWS) will work collaboratively with DSHS/AL TSA and providers in implementing strategies that ensure fidelity to MCWS requirements and that promote sustainability of the program. Participating AAAs will ensure that program requirements are incorporated into contracts with adult day services providers that choose to provide the MCWS.

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/AL TSA 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/AL TSA Intranet site, in the TCARE Online Resources page. <http://intra.alsa.dshs.wa.gov/tcare/memory.htm>

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.

MCWS Proposed Targets and Funding: Each AAA will submit to DSHS/AL TSA proposed target numbers (caregiver/care receiver dyads) for MCWS by January 31, 2021 along with the semi-annual report detailed in the final paragraph of this MCWS section. This proposal will reflect the total number of dyads to be served with the combined MCWS-specific and FCSP funding, and take into account

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

For SFY 2021, DSHS/ALTSA will allocate the same amount of MCWS funding that NWRC and King were allocated for SFY 2020 with a 1% increase: \$75,173 for NW and \$82,447 for King.

Due to limited FCSP funding, NWRC has requested and is granted permission to utilize MCWS-specific funding without the equivalent amount billed to FCSP in support of the MCWS services. This will be in effect for a time limited period (July 1, 2020 – June 30, 2021).

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

The AAA will maintain data and submit a report to DSHS/ALTSA on the following schedule:

- Report due on October 31, 2020 for July 1, 2020 – September 30, 2020 activities
- Report due on January 31, 2021 for October 1, 2020 – December 31, 2020 activities
- Report due on July 30, 2021 for January 1, 2021 – June 30, 2021 activities

Each report will include:

- Participating caregiver/care receiver names
- Participant start date (if new)
- Attendance days per month with participation or “co-pay” for services
- Amount spent on MCWS from both MCWS and FCSP funding sources

To ensure optimal use of this funding, progress towards target numbers and expenditures will be assessed once the semi-annual report (with data as of December 31, 2020) has been received. DSHS/ALTSA retains the right to reallocate MCWS funding between AAAs based upon demonstrated need and utilization of the combined MCWS-specific and FCSP funding for MCWS.

5. Kinship Caregivers Support Program (KCSP)

The AAA shall operate a Kinship Caregivers Support Program, as authorized by the 2004 State Legislature, to provide financial support to grandparents and relatives who are the primary caregivers to children ages 18 and under who do not have an open case through the Department of Children, Youth and Families. The KCSP funds are available one-time per year (the intervention cannot last more than three months, exception to policy for a fourth month is permitted). Funding is provided for items and services (see MB H19-023—Revised Policies for the Kinship Caregivers Support Program) to benefit of the children living with eligible relatives. The AAA is responsible for handling and approving the KCSP Exception to Policy (ETP) situations.

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

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6. Kinship Navigator Program (KNP) (ADS/Seattle King County, Southeast, Pierce, LMT, Eastern, Northwest Regional Council, Southwest, Central, and Colville AAAs only)

Kinship Navigator services were initially authorized by the 2005 State Legislature. 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 that work 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 for which they are eligible. 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. 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.

7. Senior Drug Education Program

In accordance with RCW 74.09.660 and the AAAs approved Senior Drug Education Program plan, the AAA shall provide services to inform and train persons 65 years of age and older in the safe and appropriate use of prescription and nonprescription medications.

The AAA will be responsible for compiling and submitting data on a monthly basis, in a report format provided by DSHS/AL TSA, to the DSHS/AL TSA Senior Drug Education Program Project Manager. The data must be submitted in accordance with the AAAs Senior Drug Education proposal, which is incorporated herein by reference.

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

8. Senior Farmers Market Nutrition Program (SFMNP)

The AAA shall operate a Senior Farmers Market Nutrition Program as authorized by the Legislature and USDA in accordance with 7 CFR 249, chapter 246-780 WAC Farmers Market Nutrition Program and DSHS/AL TSA program instructions.

9. Agency Worker Health Insurance (AWHI) for Non-Medicaid Services

For services provided by contracted home care agencies (HCAs) for FCSP Respite and Non-core personal care/chore programs, AAAs will pay HCAs for each service hour provided under these programs for AWHI at the calculated parity equivalent amount determined by final funding of the collective bargaining agreement for individual providers. AAAs will bill DSHS/AL TSA for the same per instructions received through Management Bulletin(s). This pass-through funding will not be reflected in the contract budget or impact the maximum consideration.

10. Caregiver Training Tuition for Non-Medicaid Services

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For services provided by contracted home care agencies (HCAs) for FCSP Respite and non-Core personal care/chore programs, AAAs will pay HCAs for each hour provided under these programs for training tuition at the calculated parity equivalent amount determined by final funding of the collective bargaining agreement for individual providers. AAAs will bill DSHS/ALTSA for the training tuition per instructions received through Management Bulletin(s). This pass-through funding will not be reflected in the contract budget or impact the maximum consideration.

11. Volunteer Services (Northwest Regional Council AAA only)

Services shall be provided in accordance with all applicable regulations in WAC 388-106-0660 through 0675. Not more than eight percent (8%) of the Volunteer Services allocation may be spent on administration, and not more than fifty percent (50%) may be spent on mileage. Mileage will be reimbursed at a rate not to exceed the published IRS Privately Owned Automobile reimbursement rate. Average cost per hour for total services will not exceed **\$6.47** in any given billing month.

12. Home Delivered Meal Expansion

The AAA will continue expanding HDM services to new or underserved populations or areas within their Planning Service Area. These funds must not supplant existing funds. All expenditures for HDMs in the SFY17 Annual Expenditure Report will be used as a Maintenance of Effort standard regardless of funding source. The legislative goal is to increase the number of participants statewide. The AAA will enter all HDM service data in GetCare for reporting purposes. This funding should be considered pass through to providers.

CFDA Number	Title XIX/MFP/ Chore	DSHS	TXIX / MFP	SCSA	State Family Caregiver	Kinship Caregiver	Kinship Navigator
		Allocated 93.778 / 93.791	AAA Requested 93.778 / 93.791				
BARS CODE							
555 .10	ADMINISTRATION	612,280		0	0	0	0
.11	Area Agency Planning/Administration			0	0	0	0
.12	Interfund Payments for Services			0	0	0	0
.13	Core Services Contract Management	612,280					
555 .21	COORDINATION						
555 .31	LEGAL ASSISTANCE			0			
555 .40	ACCESS SERVICES	7,735,608	364,230	0			
.41	Transportation			0			
.42	Information & Assistance		50,000	0			
.43.1	Case Management/Nursing Services (Core Services)	7,735,608	314,230	0			
.43.2	Case Management (Aging Network)			0			
.44	Nursing Services - DDA	0					
.45	Nursing Services - Aging Network			0			
.46	Nursing Services - Contracted with HCS	0					
.48	Muckleshoot Front Door (King only)	0					
.49	Contracted Front Door Functions (King only)	0					
555 .50	IN-HOME SERVICES			0			
.51	Chore Services - Aging Network			0			
.52	Personal Care Services - Aging Network			0			
.53	Home Health			0			
.54	Health Maintenance			0			
.55	Bath Assistance			0			
.56	Visiting and Telephone Reassurance			0			
.57	Minor Home Repair and Maintenance			0			
.58	Adult Day Care			0			
.59	Volunteer Services (NW Only)						
.50	Other In-home Services			0			
.50	Other In-home Services			0			
555 .60	NUTRITION SERVICES			0			
.61	Congregate Meals			0			
.63	Nutrition Education & Outreach			0			
.64	Home Delivered Meals			0			
.65	Shopping Assistance			0			
.66	Registered Dietician			0			
.67	Senior Farmer's Mrkt (SFMNP)						
.67.1	Food Purchased			0			
.67.2	Checks Received			0			
.67.3	Service Delivery			0			
555 .70-.80	SOCIAL & HEALTH SERVICES			0	0	0	0
.71	Adult Day Health			0			
.72	Geriatric Health Screening			0			
.73	Medication Management			0			
.74	Senior Drug Education						
.75	Disease Prevention/Health Promotion			0			
.76	Elder Abuse Prevention			0			
.77	Mental Health			0			
.78	Kinship Care						
.78.1	Kinship Caregivers Support Program						
.78.1a	Service Delivery					0	
.78.1b	Goods and Services					0	
.78.2	Kinship Navigator Services						0
.79	Family Caregiver Support Program						
.79.1	Information Services			0	0		
.79.2a	Access Assistance			0	0		
.79.2b	Support Services			0	0		
.79.3	Respite Care Services			0	0		
.79.4	Supplemental Services			0	0		
.79.5	Services to Grandparents/Relatives						
.79.6	Memory Care and Wellness (NW and King only)				0		
.83	Senior Community Services Employment (SCSEP)						
.83.1	Program/EWFB						
.83.2	Program/Other						
.84	Health Appliance/Limited Health Care			0			
.88	Long Term Care Ombudsman			0			
.89	Newsletters			0			
555 .90	OTHER ACTIVITIES	0		0			
	Disaster Relief			0			
	Foot Care			0			
	Peer Counseling			0			
	Outreach			0			
	Other (Enter Title)			0			
	Other (Enter Title)			0			
	Total Services	7,735,608	364,230	0	0	0	0
	GRAND TOTAL	8,347,888	364,230	709,803	947,682	111,434	0
	Revenue Total	8,347,888	364,230	709,803	947,682	111,434	0
	Carryover						
	New Funds	8,347,888	364,230	709,803	947,682	111,434	0
To be completed by ALTSA							
	Current awarded this amendment	8,347,888	364,230	709,803	947,682	111,434	0
	Prior amendment awarded	0	0	0	0	0	0
	Net Change:	8,347,888	364,230	709,803	947,682	111,434	0

CFDA Number	Sr Farmers Market State	Sr Farmers Market Fed 10.576	Total Sr Farmers Market	Other ALTSA Funding	Total ALTSA	Non-ALTSA Funding Sources	Grand Total
BARS CODE							
555 .10 ADMINISTRATION	5,246	0	5,246	0	617,526	0	617,526
.11 Area Agency Planning/Administration	5,246	0	5,246	0	5,246	0	5,246
.12 Interfund Payments for Services	0	0	0	0	0	0	0
.13 Core Services Contract Management					612,280	0	612,280
555 .21 COORDINATION							
555 .31 LEGAL ASSISTANCE					0	0	0
555 .40 ACCESS SERVICES					8,099,838	0	8,099,838
.41 Transportation					0	0	0
.42 Information & Assistance					50,000	0	50,000
.43.1 Case Management/Nursing Services (Core Services)					8,049,838	0	8,049,838
.43.2 Case Management (Aging Network)					0	0	0
.44 Nursing Services - DDA					0	0	0
.45 Nursing Services - Aging Network					0	0	0
.46 Nursing Services - Contracted with HCS					0	0	0
.48 Muckleshoot Front Door (King only)					0	0	0
.49 Contracted Front Door Functions (King only)					0	0	0
555 .50 IN-HOME SERVICES				0	0	0	0
.51 Chore Services - Aging Network					0	0	0
.52 Personal Care Services - Aging Network					0	0	0
.53 Home Health					0	0	0
.54 Health Maintenance					0	0	0
.55 Bath Assistance					0	0	0
.56 Visiting and Telephone Reassurance					0	0	0
.57 Minor Home Repair and Maintenance					0	0	0
.58 Adult Day Care					0	0	0
.59 Volunteer Services (NW Only)				0	0	0	0
.50 Other In-home Services					0	0	0
.50 Other In-home Services					0	0	0
555 .60 NUTRITION SERVICES	47,300	0	47,300	49,842	97,142	0	97,142
.61 Congregate Meals					0	0	0
.63 Nutrition Education & Outreach	500		500		500	0	500
.64 Home Delivered Meals				49,842	49,842	0	49,842
.65 Shopping Assistance					0	0	0
.66 Registered Dietician					0	0	0
.67 Senior Farmer's Mrkt (SFMNP)							
.67.1 Food Purchased	0		0		0	0	0
.67.2 Checks Received	46,800	0	46,800		46,800	0	46,800
.67.3 Service Delivery	0	0	0		0	0	0
555 .70-80 SOCIAL & HEALTH SERVICES				12,612	12,612	0	12,612
.71 Adult Day Health					0	0	0
.72 Geriatric Health Screening					0	0	0
.73 Medication Management					0	0	0
.74 Senior Drug Education				12,612	12,612	0	12,612
.75 Disease Prevention/Health Promotion					0	0	0
.76 Elder Abuse Prevention					0	0	0
.77 Mental Health					0	0	0
.78 Kinship Care							
.78.1 Kinship Caregivers Support Program							
.78.1a Service Delivery					0	0	0
.78.1b Goods and Services					0	0	0
.78.2 Kinship Navigator Services					0	0	0
.79 Family Caregiver Support Program							
.79.1 Information Services					0	0	0
.79.2a Access Assistance					0	0	0
.79.2b Support Services					0	0	0
.79.3 Respite Care Services					0	0	0
.79.4 Supplemental Services					0	0	0
.79.5 Services to Grandparents/Relatives					0	0	0
.79.6 Memory Care and Wellness (NW and King only)					0	0	0
.83 Senior Community Services Employment (SCSEP)							
.83.1 Program/EWFB					0	0	0
.83.2 Program/Other					0	0	0
.84 Health Appliance/Limited Health Care					0	0	0
.88 Long Term Care Ombudsman					0	0	0
.89 Newsletters					0	0	0
555 .90 OTHER ACTIVITIES				0	0	0	0
Disaster Relief					0	0	0
Foot Care					0	0	0
Peer Counseling					0	0	0
Outreach					0	0	0
Other (Enter Title)				0	0	0	0
Other (Enter Title)				0	0	0	0
Total Services	47,300	0	47,300	62,454	8,209,592	0	8,209,592
GRAND TOTAL	52,546	0	52,546	62,454	10,596,037	0	10,596,037
Revenue Total	52,546	0	52,546	62,454	10,596,037	0	10,596,037
Carryover		0	0		0		0
New Funds	52,546	0	52,546	62,454	10,596,037	0	10,596,037
To be completed by ALTSA							
Current awarded this amendment	52,546	0	52,546	62,454	10,596,037	0	10,596,037
Prior amendment awarded	0	0	0	0	0	0	0
Net Change:	52,546	0	52,546	62,454	10,596,037	0	10,596,037

CFDA Number	
BARS CODE	Description
555 .10	ADMINISTRATION
.11	Area Agency Planning/Administration
.12	Interfund Payments for Services
.13	Core Services Contract Management
555 .21	COORDINATION
555 .31	LEGAL ASSISTANCE
555 .40	ACCESS SERVICES
.41	Transportation
.42	Information & Assistance
.43.1	Case Management/Nursing Services (Core Services)
.43.2	Case Management (Aging Network)
.44	Nursing Services - DDA
.45	Nursing Services - Aging Network
.46	Nursing Services - Contracted with HCS
.48	Muckleshoot Front Door (King only)
.49	Contracted Front Door Functions (King only)
555 .50	IN-HOME SERVICES
.51	Chore Services - Aging Network
.52	Personal Care Services - Aging Network
.53	Home Health
.54	Health Maintenance
.55	Bath Assistance
.56	Visiting and Telephone Reassurance
.57	Minor Home Repair and Maintenance
.58	Adult Day Care
.59	Volunteer Services (NW Only)
.50	Other In-home Services
.50	Other In-home Services
555 .60	NUTRITION SERVICES
.61	Congregate Meals
.63	Nutrition Education & Outreach
.64	Home Delivered Meals
.65	Shopping Assistance
.66	Registered Dietician
.67	Senior Farmer's Mkt (SFMNP)
.67.1	Food Purchased
.67.2	Checks Received
.67.3	Service Delivery
555 .70-.80	SOCIAL & HEALTH SERVICES
.71	Adult Day Health
.72	Geriatric Health Screening
.73	Medication Management
.74	Senior Drug Education
.75	Disease Prevention/Health Promotion
.76	Elder Abuse Prevention
.77	Mental Health
.78	Kinship Care
.78.1	Kinship Caregivers Support Program
.78.1a	Service Delivery
.78.1b	Goods and Services
.78.2	Kinship Navigator Services
.79	Family Caregiver Support Program
.79.1	Information Services
.79.2a	Access Assistance
.79.2b	Support Services
.79.3	Respite Care Services
.79.4	Supplemental Services
.79.5	Services to Grandparents/Relatives
.79.6	Memory Care and Wellness (NW and King only)
.83	Senior Community Services Employment (SCSEP)
.83.1	Program/EWFB
.83.2	Program/Other
.84	Health Appliance/Limited Health Care
.88	Long Term Care Ombudsman
.89	Newsletters
555 .90	OTHER ACTIVITIES
	Disaster Relief
	Foot Care
	Peer Counseling
	Outreach
	Other (Enter Title)
	Other (Enter Title)
	Total Services
	GRAND TOTAL
	Revenue Total
	Carryover
	New Funds
	To be completed by ALTSA
	Current awarded this amendment
	Prior amendment awarded
	Net Change:

Special Terms and Conditions

Exhibit C



Funds Match Certification

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

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

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

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

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

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

TYPE OF SERVICE/CONTRACT

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

Instructions

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

Special Terms and Conditions

Title or position:

Title or position of entity authorized representative

Printed name:

Printed name of authorized representative.

Telephone number:

Telephone number of authorized representative. Include the area code.

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

Exhibit D - Grant Award Docs

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S2-26-12
Baltimore, Maryland 21244-1850



Susan Birch
Assistant Secretary
Medical Assistance Administration
Health Care Authority
P.O. Box 45502
Olympia, WA 98504-5500

01/01/2020

ANNUAL GRANT AWARD PILOT PROJECT
SEE FUNDING RESTRICTION ATTACHMENT

Dear Sir or Madam:

The grant awards listed below have been approved for federal funding for allowable Medicaid expenditures incurred by your State during the period 10/01/2019 - 09/30/2020 under Appropriation 75X0512 Centers for Medicare & Medicaid Services.

Medical Assistance Payments	\$6,581,299,000
Administration Payments	\$291,874,005
Total Grant Awards	\$6,873,173,005

The above listed grant awards provide Federal funds for expenditures made in accordance with your State plan approved under Title XIX of the Social Security Act. Computation of the awards is shown on the enclosed statement.

With the acceptance of these awards, you agree to be responsible for limiting the drawing of Federal funds so as to minimize Federal cash on hand in accordance with policies established in Treasury Circular 1075 (Revised), and procedures established by the Department of Health and Human Services. You also agree to submit timely reports as required. Withdrawals of Federal funds are not to exceed the individual programmatic grant awards shown above. You also are required to provide for effective control over the accountability for all Federal funds as stated in Office of Management and Budget Circular No. 1075 (Revised). Failure to adhere to the above requirements may cause the unobligated portion of your letter-of-credit to be revoked. Part 75, Title 45, Code of Federal Regulations implements these circulars for this Department.

Any questions you may have in connection with the grant award should be referred to the appropriate Centers for Medicare & Medicaid Services regional office financial contact for your State.

Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Inquiries regarding payment should be directed to:

Director, Division of Payment Management
Post Office Box 6021
Rockville, Maryland 20852-0605

Telephone Number 1-877-614-5533

Please transmit a copy of this grant award document to the State official authorized to request funds from the Division of Payment Management.

Sincerely yours,

Division of Financial Operations

Enclosures 5
FORM CMS-L 151(7-90)

FUNDING RESTRICTIONS

**THIS GRANT AWARD IS FOR ELIGIBLE PROGRAM COSTS FOR THE QUARTER
BEGINNING OCTOBER 01, 2019 INCLUDING PRIOR QUARTER ADJUSTMENTS
FUNDING UNDER THIS GRANT AWARD MAY NOT BE DRAWN OR PAID
UNTIL OCTOBER 01, 2019.**

STATE	WASHINGTON			
FISCAL YEAR	2020			
QUARTER	1ST	2ND	3RD	4TH
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPUTATION OF AMOUNTS FOR MEDICAL ASSISTANCE
GRANTS UNDER TITLE XIX OF THE SOCIAL SECURITY ACT

1. ADJUSTMENTS FOR

ACTUAL FEDERAL SHARE OF
EXPENDITURES.....

ESTIMATED FEDERAL SHARE OF
EXPENDITURES PREVIOUSLY FUNDED....

DIFFERENCE.....

NET ADJUSTMENTS APPLICABLE TO
PRIOR PERIODS.....

COLLECTIONS.....

OTHER.....

TOTAL ADJUSTMENTS.....

2. ESTIMATED FEDERAL SHARE OF
EXPENDITURES FOR QUARTER
BEGINNING 10/01/2019 - 09/30/2020

3. NET AMOUNT TO BE CERTIFIED.....

	MEDICAL ASSISTANCE PAYMENTS	ADMINISTRATION PAYMENTS
\$		\$
	0	0
A.	6,581,299,000	A. 291,874,005
\$	6,581,299,000	\$ 291,874,005

TOTAL AMOUNT TO BE CERTIFIED.....

\$ B. 6,873,173,005

DATE APPROVED 01/01/2020 COMPUTATION PREPARED BY : _____

INTERNAL TRANSMITTAL NO. 20-MED-21 COMPUTATION REVIEWED BY : _____

FOOTNOTES

STATE: WASHINGTON

QUARTER/FISCAL YEAR: SECOND/2020

- A. See Attachment 1.
- B. The funding authorized by this grant award is paid subject to any further financial management review or audit.

Below please find the PMS subaccount information for FY 2020 and your new State specific document numbers that will be found on the accounting sheet for FY 2020. States should draw Medicaid funds for current year and prior year expenditures reported on FY 2020 expenditure reports using the XIX-MAP20 and XIX-ADM20 subaccounts.

<u>PROGRAM</u>	<u>PMS SUBACCOUNTS</u>	<u>DOCUMENT NUMBER</u>
MAP	XIX-MAP20	2005-WA5MAP
ADM	XIX-ADM20	2005-WA5ADM

CALCULATION OF INITIAL AWARD

STATE: WASHINGTON

QUARTER/FISCAL YEAR: SECOND/2020

	<u>MEDICAL ASSISTANCE PAYMENTS</u>	<u>ADMINISTRATION PAYMENTS</u>
Secretary's Estimate of Funding Need for the Quarter	\$ <u>8,640,880,000</u>	\$ <u>428,290,000</u>
Less:		
Third Party Liability/Assignment of Rights-Billing Offset	<u>XXXXXXXXXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXXXXXXXXX</u>
Part A (Buy-In) Premiums Attachment _____	<u>XXXXXXXXXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXXXXXXXXX</u>
Part B (Buy-In) Premiums Attachment _____	<u>XXXXXXXXXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXXXXXXXXX</u>
Phase-Down Premiums Attachment _____	<u>XXXXXXXXXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXXXXXXXXX</u>
Part A Interest Attachment _____	<u>XXXXXXXXXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXXXXXXXXX</u>
Part B Interest Attachment _____	<u>XXXXXXXXXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXXXXXXXXX</u>
Phase-Down Interest Attachment _____	<u>XXXXXXXXXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXXXXXXXXX</u>
FUNDING ADJUSTMENT	_____	_____
Adjusted funding for the quarter	\$ <u>8,640,880,000</u>	\$ <u>428,290,000</u>
Estimate previously funded for the quarter	<u>2,059,581,000</u>	<u>136,415,995</u>
Net Amount of Funding	<u>\$ 6,581,299,000</u>	<u>\$ 291,874,005</u>

INITIAL GRANT AWARD CHECK LIST

(CMS-37 RELATED GRANTS)

STATE: WASHINGTON

QUARTER/FISCAL YEAR: SECOND/2020

VERIFY THE FOLLOWING ITEMS WHEN APPLICABLE .

The Grant Analyst Preparer & The Grant Analyst Reviewer Perform Each of the Steps Listed Here Before Signing Where Indicated Below

RDR approved by RO supervisor. Approval Date : 12/06/2019

MAP &, ADM Estimate Calculation Sheets

MAP and ADM estimates agree with CMS-37 & RDR.

MAP estimate excludes M-CHIP amount.

State name, quarter/fiscal year and the type of grant award.

Accounting Sheet

EIN, CANs, DOCs and State code.

MAP/ADM amounts against the MAP/ADM Calculation Sheets.

State name, quarter/fiscal year.

Computation Sheet

State name, fiscal year and the quarter.

Item #2 shows correct quarter

MAP/ADM totals.

Signatures

Footnote Page

Each lettered item listed on the Computation Sheet is footnoted.

State name and quarter/fiscal year.

Form CMS-L-151

Funding restriction date is correct.

Grant Award Letter

State name, funding period and MAP/ADM amounts.

The funding restriction statement is on the letter.

MAP/ADM totals on the letter against the Calculation, Accounting and Computation Sheets.

I verify that, as applicable, I have performed all of the steps above.

GRANT AWARD PREPARED BY Signature & Date:

I verify that, to the best of my knowledge, all the above steps were performed.

GRANT AWARD REVIEWED BY Signature & Date: