

CONTRACT EXTENSION APPLICATION PACKET

For 2021

Aging & Long Term Care Of Eastern Washington
August 2020

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2021 Contract Extension Schedule

Issue Contract Extension Applications	August 3, 2020
Optional for Contract Extensions - Technical Assistance Workshop (ALTCEW Office, 1222 N Post St, Spokane, WA 99201)	August 5, 2020 at 10:00 am
Contract Extension Applications due to ALTCEW	September 1, 2020 at 3:00 pm
Staff evaluation of Contract Extension Applications	September 1, 2020 – September 11, 2020
PMC Ad Hoc Committee Review	September 28, 2020 – October 2, 2020
Ad Hoc presents funding recommendations to PMC	October 23, 2020
Announce “Apparent Successful Applicant” and send notification via email to unsuccessful Applicants	October 23, 2020
Appeal Period	October 23, 2020 – November 5, 2020
PMC presents funding recommendations to Governing Board (GB)	November 6, 2020
Negotiate Contracts	November 6, 2020 – December 31, 2020

I. Instructions for Preparing Contract Extension Applications

A. Programs Requiring Contract Extension Applications:

- Adult Day Services
- Adult Day Fee Subsidy Transportation
- Bathing Assistance/Limited Home Care
- Community Living Connections
- Family Caregiver/Kinship Caregiver Support/Navigator & MTD
- Home Care Referral Registry
- Long Term Care Ombudsman Program
- Senior Nutrition
- Senior Nutrition Fee Subsidy Transportation
- Senior Transportation-Van/Volunteer
- TXIX Case Management

See Exhibit A for 2021 Funding Levels.

B. Contents of a Complete Application: Contractors applying to extend current contracts for calendar year 2021 shall submit a complete new and written application for each service to ALTCEW by the date and time specified in the Contract Extension Schedule above. Marked-up applications from previous years **will not** be accepted. A complete application consists of:

- **Exhibit B: LETTER OF SUBMITTAL.** Signed by a person authorized to bind the organization to a contract. A list of documents that are required for the proposal is contained within the Letter of Submittal. Staple the following documents to the Letter of Submittal.

- **Exhibit C: TECHNICAL PROPOSAL AND BUDGET PROPOSAL.** Submit one copy of required forms labeled and attached to the appropriate proposals

If your agency provides services under more than one ALTCEW contract, provide a Letter of Submittal with original signatures only. DO NOT submit additional copies of the Letter of Submittal. Applicants are required to **submit an electronic copy** of each application with all attachments included. The electronic copy is to be emailed by the due date to John Beck, Business Administration Director, at John.beck@dshs.wa.gov. Electronic submissions are not official and do not substitute for the official, hard copy of the application. Electronic copies of last year's contract document are available upon request.

C. Application Format and Copies

All contract extension applications shall be typed or printed in ink, prepared using the Contract Extension Application information provided by ALTCEW which is available on the ALTCEW website at www.altcew.org. **Use the staffing and budget forms provided on ALTCEW's website in the contract extension document.**

Contract Extension Applications shall be submitted using the following format:

- Eight and one-half by eleven (8 1/2 x 11) inch paper
- Size 12 point font
- One inch margins
- Copied on both sides
- Stapled

Contract Extension Application(s) must be submitted to the ALTCEW office by no later than 3:00 pm on September 1, 2020.

Submit the Contract Extension Proposal to the Primary Point of Contact:

John Beck, Business Administration Director
Aging & Long Term Care of Eastern Washington
1222 North Post Street
Spokane, WA 99201
509.458.2509 Ext 302
E-Mail Address: John.Beck@dshs.wa.gov

The Business Administration Director is the primary point of contact at ALTCEW for this procurement. All communication related to this procurement between Applicants and ALTCEW, upon receipt of this application, shall be with the Business Administration Director.

Any other communication will be considered unofficial and non-binding on ALTCEW. Contractors are to rely on written statements issued by the Business Administration Director.

D. Service/Technical Proposal - Preparation Instructions and Information

- 1. Service-Specific Standards:** The initial SERVICE AGREEMENTS for the current contract cycle and/or subsequent Amendments contain service-specific definitions, standards, and guidelines for which contractors will need to adhere in providing services during calendar year 2021.
- 2. Required Contents:** For each contracted service, contractors are required to submit the following:

Quantitative Program Objectives: Each quantitative objective must include:

- a. The Program Objective chart shows the projected number of unduplicated persons to be served and the units of service to be delivered on a quarterly basis throughout the year. Base the service delivery objectives for 2021 on informed judgments about factors which are expected to influence service delivery as well as historical experience. Estimate the total number of persons to be served by estimating the number of new (unduplicated) persons to be served each month. **Remember, every person is considered new in January 2021.**
- b. The Characteristic chart shows the total number of persons, by Characteristic, proposed to be served.

If you have more than one Quantitative Objective, duplicate as many additional copies of the tables as necessary. Use forms in Excel Spreadsheet: ContExt 2021 Exhibit C.xlsx

Special Conditions of Award: If you have Special Conditions of Award, specific to your organization, they must be addressed in the 2021 Contract Extension Application. For contractors with Special Conditions of Award specific to your organization and programs. ALTCEW will email a copy to the program managers on the same day Contract Extension Application packets are issued.

Subcontractors Anticipated for the Calendar Year: Use the form in Exhibit B. This form requires the contractor to 1) mark whether or not subcontracts with other agencies are anticipated to provide part or all of the services for which funds are being requested; 2) if yes, provide contact information about the subcontractor, reason for selection, monitoring methodology, and any monitoring documents planned for use in 2021.

Coordination Agreements/Activities: List the names and timelines for completion of new or re-negotiated Coordination Agreements. Review the entities listed in current ALTCEW contracts and add any new agencies and remove agencies no longer appropriate. In addition

to listing the formal Coordination Agreements, describe procedures for coordinating services with other senior programs, organizations, community agencies, Department of Social and Health Services (DSHS), hospitals, and healthcare professionals.

Program Staffing Pattern: For the 2021 calendar year, use the Program Staffing Form in Excel Spreadsheet: ContExt 2021 Exhibit C.xlsx. Provide the requested information for each program for which a contract extension is requested. Provide a diagram showing supervisory relationships and key staff responsible for certain tasks and coordination functions. The supervisory relationships should be a simple diagram showing the process for communication and supervision among the people listed on the staff chart. The diagram is not the Contractor's organizational chart for your agency.

3. Optional Contents – For the following items, further information is required for each program only when significant changes from 2020 operations are proposed for implementation in 2021:

Program

- Plans for Service Delivery
- Service Delivery Schedules, Facilities, or Routes
- Service Area
- Administrative Office Location
- Publicity
- Outreach/Targeting
- Eligibility Determination
- Resource Development
- Internal Record System
- Volunteer Utilization
- Client Confidentiality
- Quality Assurance
- Client Grievance Procedures
- Plans for Serving Residents of Long Term Care Facilities
- Qualitative Service Objectives

Administration

- a. Mission or Purpose of Organization
- b. Organizations' Qualifications to Operate Program
- c. Agency Organizational Chart
- d. Business Qualifications
- f. Nondiscrimination Policy(s) for Employment and Services
- g. Staff Job Descriptions, Individual and Program Training Plans

- h. Personnel Policies
- i. Employee Grievance Procedures
- j. Compliance Documentation - Americans with Disabilities Act (ADA)
- k. Compliance Documentation - Drug Free Workplace Act of 1998
- l. Insurance/Bonding
- m. Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons

E. Budget Proposal - Preparation Instructions and Information

1. General Information

2021 Funding Availability: Programs eligible for 2021 contract extensions will be funded with monies available to ALTCEW from the Washington State Senior Citizens Services Act (SCSA), other State funding sources, Titles III-B, III-C, and Elder Abuse Prevention funds of the Older Americans Act (OAA).

ALTCEW's Planning and Management Council has approved preliminary funding allocations for Spokane County, the Tri-County area, and Whitman County for 2021. These allocations are contained in Exhibit A. The approved levels for 2021 must be used by applicants in preparing the budget portions of their Contract Extensions applications.

The availability of funding for program operations in 2021 are based on current projections. Applicants are advised that actual final funding may change and any recommendations for future funding will not legally bind ALTCEW to extend a contract. Any modifications of these allocations, if required, will be accomplished in accordance with the Service Delivery Priorities and Allocations, as described in ALTCEW's 2021-2023 Area Plan on Aging for PSA #11. Copies of the summary of this Area Plan are available on the ALTCEW website.

2. Program-Specific Budget Information

- a. **COPEs Waiver Services:** Any ALTCEW Contractor that receives COPEs Waiver funding should include the anticipated revenue in the "Other Resources" column on the Budget forms and list the Waiver funding in the Revenue narrative for the specific program.
- b. **Match Funding:** If the funding for the program is through OAA it must be matched with local resources (cash or in-kind) contributed to the cost of the project. The minimum matching ratio is 85 percent OAA – 15 percent local resources except for Federal FCSP IIIIE which has a matching ratio of 75 percent OAA – 25 percent local resources. There is no match requirement for Elder Abuse Prevention funds through OAA.

In computing the match amount, a common mistake is to assume that the match is 15 percent of the OAA funds. Below is the proper method to calculate a 15 percent match.

Example: Assume a program requests \$10,000 in OAA funds from ALTCEW. To secure this amount, additional matching funds of at least 15 percent are required. Therefore, the amount of OAA funds (\$10,000) represents only 85 percent of the total funds for the ALTCEW contract. To calculate the amount of the match:

- (1) $\$10,000/0.85 = \$11,765$ (rounded to nearest \$)
- (2) $\$11,765 - \$10,000 = \$1,765$ (match amount)

For \$10,000 in OAA funds, an additional \$1,765 in match (cash or in-kind) is required. The total ALTCEW contract budget is therefore \$11,765, of which 85 percent (\$10,000) is OAA funds and 15 percent (\$1,765) is the minimum match required.

State funds used for match should be identified for information purposes only.

- c. **Program-Specific Budget Information:** A budget for the period from January 1, 2021 to December 31, 2021 should be prepared for each program and for each funding source, if more than one is submitted. Because the State fiscal year ends on June 30 each year, the 2021 budgets include funds from two State fiscal years. To manage this, Applicants should be aware that no more than 50 percent of State funds awarded for 2021 can be used before June 30, 2021. For each State funding source, Applicants should:

Prepare two six-month budgets which total the amount of the annual awards. Funds for the first six-month budget that are not used by June 30, 2021 will not be available after June 30, 2021.

- d. **Revenues and Expenditures** (Form BP-1 Excel Spreadsheet: ContExt 2021 Exhibit C.xlsx): Complete the Budget Proposal Form. The Contract Budget column contains:
 - 1. ALTCEW grants funds
 - 2. Program income (non-match)
 - 3. Match funds (in-kind and cash)

All anticipated program income must be budgeted. Total revenue and expenditures must match.

- e. **Budget Narrative - Revenues** (Form BP-2 Excel Spreadsheet: ContExt 2021 Exhibit C.xlsx):

Revenue: Identify all sources and amounts of revenue the applicant will receive. Include funds ALTCEW will award as a result of this RFP; required matching funds (cash and in-kind); projected income (fees, contributions and donations); and resources from other sources, for example COPES, Title V.

If revenue sources are "in-kind," please describe the source (e.g., volunteer time, donated space, donated services.) and the method for computing its value.

- f. **Budget Narrative - Expenditures** (Form BP-3 Excel Spreadsheet: ContExt 2021 Exhibit C.xlsx):

Expenditure: For the total ALTCEW Contract Budget, identify for what purposes the

funds will be expended. Be as specific as possible.

- Salaries and wages: Refer to the staffing chart. Be certain that the totals entered on the staffing chart match the budget line item amounts.
- Personnel benefits: Identify aggregate benefits for each benefit category (i.e., unemployment, compensation, medical insurance.) Do not identify benefits as a percentage of salaries.
- Professional services: Identify the type of proposed service.
- Communication: Identify by type (i.e. postage, telephone, or other type).
- Travel: Identify mode of travel and include paid or per-diem mileage rate.
- Rentals/leases: Identify the items included.
- Repairs and maintenance: Identify items budgeted, such as copier maintenance agreement.
- Printing: Identify the items to be printed.
- Miscellaneous: Identify items included within the following subcategories: 49.21 dues and subscriptions; 49.22 training (registrations for classes/workshops); 49.23 other; and 49.24 indirect costs.

g. Financial Management System: (BP-4)

- Describe any accounting system changes made during the current 2020 year or anticipated for 2021.

h. Client Donations and Fee Policies:

- (1) **OAA-Funded Programs:** It is required that the agency inform each participant of his/her right to contribute towards the cost of the service and to provide each participant with a free and voluntary opportunity to contribute to the cost of the provided services.
- (2) **SCSA-Funded Programs:** It is required that each agency has procedures for collecting and accounting for client donations (for non-means tested programs) including: methods for billing clients, verifying collections, depositing collections in a bank account, accounting procedures, and handling unpaid bills.

Regarding client eligibility and targeting of services to vulnerable older persons, the specifications remain the same except for the financial criteria for means tested services (Minor Home Repair, and Family Caregiver Support Program (FCSP) Respite Care). Currently, people at or below the monthly income levels are eligible for services at no cost provided that they also satisfy the resource test set forth in WAC 388-106-1110. New 2021 SCSA rates will be available in December 2020 for calendar year 2021.

- i. **Indirect Costs:** Contractors who submit budgets with proposed expenditures in the indirect cost line item (49.24) are required to submit their indirect cost plan for 2021. Required documentation includes:
 - a) A description of items to be charged both indirectly and directly by line item using the Budgeting, Accounting and Reporting System (BARS) Codes.
 - b) A narrative justification describing the method of allocating expenditures to direct, indirect, and excludable costs across all agency fund sources.

In certain circumstances, a Contractor may use an indirect cost rate in accordance with 2 CFR 200. If so, documentation of the approval of a “de minimus” rate should be provided. Describe the rationale for indirect costs that exceed ten (10) percent of total direct costs in the proposed budget.

Exhibit C Excel Spreadsheet: ContExt 2021 Exhibit C.xlsx: Budget Forms BP-1, 2, and 3

II. Policies and Procedures Governing ALTCEW Review

The Contract Extension Application review of the current Contractors' proposals for 2021 includes:

- Budgets including expenditures and revenues;
- Quantitative Program Objectives: the number of people to be served and units of service to be delivered;
- Any proposed changes in the plan for service delivery;
- Negotiating details required for contract development;

The ALTCEW Planning and Management Council (PMC) is required to review contract extensions and make recommendations to the ALTCEW Governing Board as to the acceptability or unacceptability of the proposed extension of the contract. To facilitate this process, the staff will:

- Screen contract extension applications for completeness and accuracy, analyze budgets, service objectives, and service delivery plans;
- Prepare proposal summaries, draft recommendations, and review Special Conditions of Award for action.

An Ad Hoc Subcommittee, consisting of members of the PMC, will be appointed to assist in the review of proposals. The Ad Hoc Subcommittee is responsible for submitting recommendations to the PMC regarding each proposal. The recommendations are furnished to all PMC members in advance of the PMC meeting, but are not to be distributed in written or oral form to agencies by ALTCEW staff, Ad Hoc Subcommittee members, or PMC members in advance of the meeting.

The PMC considers all subcommittee recommendations in open session. While the PMC need not accept any or all of the subcommittee's recommendations, it must thoroughly document its

reasons for changing recommendation(s) submitted by the subcommittee.

Following evaluation by the PMC, recommendations for award of the contract shall be submitted to the ALTCEW Governing Board. Applicants wishing to appeal the PMC recommendations of the contract award must make their appeal before the ALTCEW Governing Board. Appeals must be submitted in written form to ALTCEW within ten (10) calendar days of the notice of the PMC recommendations. The Governing Board, following consideration of an appeal, will make the final decision on a recommendation(s) submitted by the PMC.

An appeal of the PMC recommendation will be heard at the next regularly scheduled Governing Board meeting following receipt of the written appeal. ALTCEW reserves the right to set a different appeal date following receipt of the appeal. Written notice of the scheduling of the appeal hearing and the appellant's procedural rights will be sent to the appellant at least ten days prior to the appeal. The Governing Board will issue a written decision within fifteen (15) days after the hearing. The appellant will be informed of the right to appeal the final decision of the Governing Board at the State level pursuant to Federal and State regulations.

EXHIBIT A

2021 FUNDING LEVELS

**2021 ALLOCATIONS
ALTCEW TOTAL - Contract Extensions**

SERVICE/COST AREA	IIIB	IIIC-1	IIIC-2	NSIP	STATE HDM	ELDER ABUSE	HCRR	XIX CM	MTPD	FEDERAL FCSP-IIIIE	KINSHIP CARE	KINSHIP NAV	SCSA	STATE FCSP	TOTAL
TITLE XIX CASE MANAGEMENT								3,054,397							3,054,397
MEDICAID TRANSFORMATION									1,000,000						1,000,000
INFO & ASST./ GEN. CASE MGMT.	114,903												222,190		337,093
HOME DEL MEALS			489,872		56,343										546,215
ADULT DAY SERVICES													123,524		123,524
BATH ASSIST/LMT HOME CARE													128,350		128,350
CONGREGATE MEALS		561,168													561,168
NSIP				198,931											198,931
TRANSPORT.- VAN AND VOLUNTEER	193,234														193,234
-Nutrition-Transportation	9,760														9,760
-Adult Day Care	934												4,262		5,196
OMBUDSMAN						6,137							9,332		15,469
FAMILY CAREGIVER SUPPORT										338,823				964,164	1,302,987
KINSHIP CAREGIVER SUPPORT											116,809				116,809
KINSHIP NAVIGATOR												79,426			79,426
HOME CARE REFERRAL REGISTRY							35,160								35,160
TOTALS	\$318,831	\$561,168	\$489,872	\$198,931	\$56,343	\$6,137	\$35,160	\$3,054,397	\$1,000,000	\$338,823	\$116,809	\$79,426	\$487,658	\$964,164	\$7,707,719

**2021 ALLOCATIONS
SPOKANE REGION - Contract Extensions**

SERVICE/COST AREA	IIIB	IIIC-1	IIIC-2	NSIP	STATE HDM	ELDER ABUSE	XIX CM	MTPD	FEDERAL FCSP-III E	KINSHIP CARE	KINSHIP NAV	SCSA	STATE FCSP	TOTAL
TITLE XIX CASE MANAGEMENT							2,037,425							2,037,425
MEDICAID TRANSFORMATION								600,000						600,000
INFO & ASST./ GEN. CASE MGMT.														
HOME DEL MEALS			416,134		38,505									454,639
ADULT DAY SERVICES												123,524		123,524
BATH ASSIST/LMT HOME CARE												128,350		128,350
CONGREGATE MEALS		349,103												349,103
NSIP				150,392										150,392
TRANSPORT.- VAN														
-Nutrition-Transportation	9,760													9,760
-Adult Day Care	934											4,262		5,196
LTC OMBUDSMAN						4,557						6,892		11,449
FAMILY CAREGIVER SUPPORT									231,552				658,910	890,462
KINSHIP CAREGIVER SUPPORT										88,773				88,773
KINSHIP NAVIGATOR											50,398			50,398
TOTALS	\$ 10,694	\$ 349,103	\$ 416,134	\$ 150,392	\$ 38,505	\$ 4,557	\$ 2,037,425	\$ 600,000	\$ 231,552	\$ 88,773	\$ 50,398	\$ 263,028	\$ 658,910	\$ 4,899,471

**2021 ALLOCATIONS
TRI COUNTY REGION - Contract Extensions**

SERVICE/COST AREA	IIIB	IIIC-1	IIIC-2	NSIP	STATE HDM	ELDER ABUSE	HCRR	XIX CM	MTD	FEDERAL FCSP-IIIIE	KINSHIP CARE	KINSHIP NAVIGATOR	SCSA	STATE FCSP	TOTAL
TITLE XIX CASE MANAGEMENT								833,414							833,414
MEDICAID TRANSFORMATION									250,000						250,000
INFO & ASST./ GEN. CASE MGMT.	93,453												124,663		218,116
TRANSPORTATION - VAN AND VOL	135,895														135,895
HOME DEL MEALS			53,260		12,215										65,475
CONGREGATE MEALS		150,704													150,704
NSIP				34,097											34,097
OMBUDSMAN						1,109							1,713		2,822
FAMILY CAREGIVER SUPPORT										73,457				209,031	282,488
KINSHIP CAREGIVER SUPPORT											23,945				23,945
KINSHIP NAVIGATOR												25,198			25,198
HOME CARE REFERRAL REGISTRY							35,160								35,160
TOTALS	\$229,348	\$150,704	\$ 53,260	\$ 34,097	\$ 12,215	\$1,109	\$ 35,160	\$ 833,414	\$ 250,000	\$ 73,457	\$ 23,945	\$ 25,198	\$126,376	\$ 209,031	\$2,057,314

**2021 ALLOCATIONS
WHITMAN COUNTY REGION - Contract Extensions**

SERVICE/COST AREA	IIIB	IIIC-1	IIIC-2	NSIP	STATE HDM	ELDER ABUSE	XIX CM	MTD	FEDERAL FCSP-IIIIE	KINSHIP CARE	KINSHIP NAVIGATOR	SCSA	STATE FCSP	TOTAL
TITLE XIX CASE MANAGEMENT							183,558							183,558
MEDICAID TRANSFORMATION								150,000						150,000
I&A / CASE MGMT	21,450											97,527		118,977
HOME DELIVERED MEALS			20,478		5,623									26,101
TRANSPORTATION - VAN AND VOL	57,339													57,339
CONGREGATE MEALS		61,361												61,361
NSIP				14,442										14,442
OMBUDSMAN						471						727		1,198
FAMILY CAREGIVER SUPPORT									33,814				96,223	130,037
KINSHIP CAREGIVER SUPPORT										4,091				4,091
KINSHIP NAVIGATOR											3,830			3,830
TOTALS	\$ 78,789	\$ 61,361	\$ 20,478	\$ 14,442	\$ 5,623	\$ 471	\$ 183,558	\$ 150,000	\$ 33,814	\$ 4,091	\$ 3,830	\$ 98,254	\$ 96,223	\$ 750,934

EXHIBIT B

**LETTER OF SUBMITTAL
CERTIFICATIONS
GENERAL TERMS AND CONDITIONS
INTENT TO SUBCONTRACT**

LETTER OF SUBMITTAL

Applicant Agency Identification:

Agency Name:	
Address:	
Telephone Number:	
IRS Number:	
DUNS Number:	
Washington Tax Number:	
Executive Director:	
Finance Officer:	
Contact Person for This Proposal:	Name: Phone: Email:

The following completed items must be attached to the Letter of Submittal:

- Certifications and Assurances
- Certification Regarding Lobbying
- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Debarment
- General Terms and Conditions
- Intent to Subcontract
- Agency Professional Insurance Coverage (Include titles of persons bonded, if any)

Has the agency had a contract terminated for default in the last five (5) years? Yes ___ No ___

Termination for default is defined as notice to stop performance delivered to the agency due to the agency's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the agency or (b) litigated and determined that the agency was in default.

NOTE: If the agency had a contract terminated for default within the past five years, the agency shall submit full details including the other party's name, address, and phone number. ALTCEW will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the failed or poor past performance.

Signature:

I certify that I am authorized to submit this Application on behalf of the applicant agency. By signing below, the official certifies that all information contained in the proposal is accurate to the best of the official's knowledge.

Applicant Agency: _____

Signature: _____ Date: _____

Typed Name and Title of Signatory: _____

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the application to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached application is a firm offer for the period of 120 days following receipt, and it may be accepted by ALTCEW without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
2. In preparing this application, I/we have not been assisted by any current or former employee of the Aging & Long Term Care of Eastern Washington whose duties relate (or did relate) to this application or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this application or contract.
3. I/we understand that the Aging & Long Term Care of Eastern Washington will not reimburse the Agency or any Agency staff member for any costs incurred in the preparation of this application. All applications will become the property of ALTCEW and neither the Agency nor I claim proprietary right to the ideas, writings, items, or samples herein.
4. I/we understand that any contract(s) awarded as a result of this RFP will incorporate General Terms and Conditions with substantially similar provisions to those attached. I/we certify that I/we will comply with these or substantially similar General Terms and Conditions if selected as a Contractor.
5. I/we understand that any contract awarded as a result of this RFP will incorporate all RFP requirements and the vendor's response to the RFP.

Signature

Date

Printed Name and Title

CERTIFICATION REGARDING LOBBYING

The undersigned HEREBY AGREES THAT he or she will comply with section 319 of the Department of the Interior and Related Agencies Appropriation Act for Fiscal Year 1990, as amended (31 U.S.C. 1352).

The undersigned gives this assurance in consideration of and for purposes of obtaining any and all Federal Contract, grant, or cooperative agreement of \$100,000 or more, or Federal Loan of \$150,000 or more. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of 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.
2. If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall check here and complete and submit Standard Form #LLL "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization

Street Address

Signature

Date

City, State, Zip

Title of Authorized Official

Instructions for Certification Regarding Drug Free Workplace Requirements

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplace(s) at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph 5).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals (Alternate I)

45 CFR 76

- A. The grantee certifies that it will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee engaged in the performance of the grant is given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will: (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted: (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of the work done in connection with the specific grant:

Place of performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

This Certification is executed by the persons signing below who warrant that they have the authority to execute this Certification.

Signature

Title Date

Organization

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set-out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered include transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded as used in this clause have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Please contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency from which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower-tier Covered Transactions" without modification in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a lower-tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion--Lower-tier Covered Transactions**

- (1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency or Contractor Signature

Date

Agency or Contractor Signature

Date

**AGING AND LONG TERM CARE OF EASTERN WASHINGTON
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 Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of ALTCEW and the written assumption of the Contractor's obligations by the third party.
3. **Client Abuse.** The Contractor shall report all instances of suspected client abuse to DSHS and ALTCEW in accordance with RCW 74.34.
4. **Client Grievance.** The Contractor shall establish a system through which applicants for, and clients of, services under the approved area plans may present grievances about the activities of the Contractor or any Subcontractor (s) related to service delivery. Clients receiving Medicaid-funded services must be informed of their rights 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.

The client grievance procedure for non-Medicaid-funded services will include the following:

- A. Written notification to the Contractor or client of services whenever he/she is denied services. Notification must be received by the Contractor or client within ten (10) days of a decision to deny services.
- B. Allow the Contractor or client to present grievances on issues pertaining to eligibility and client satisfaction. For example, adverse decisions regarding a person's eligibility for services; questions regarding the promptness with which a person's application is acted upon; questions regarding the quality of services rendered; and/or decisions regarding the suspension or termination of services.
- C. Provide the Contractor or client a hearing on his/her grievance through the agency's hearing procedure within thirty (30) days of the receipt of such a grievance. Provide for a hearing date to be established within fifteen (15) days of receipt of the grievance. All parties who will participate in the hearing shall be notified in writing of the hearing date within five (5) days of the hearing.
- D. Provide the Contractor or client written notification of the findings and conclusions of the agency's hearing procedure within fifteen (15) days after the hearing.
- E. Provide an appeal process to the Contractor or client on his/her grievance in the denial letter sent to the client. Indicate that a written response to the grievance will be sent to the

client within seven (7) working days from the date of the receipt.

- F. Once the Contractor or client has exhausted the agency's grievance procedure refer the individual to ALTCEW for further review of the grievance through the ALTCEW Grievance Procedure.
 - G. Submit a notice to the client utilizing state-funded services of his/her right to an adjudicative proceeding before the DSHS under the Administrative Procedures Act on issues pertaining to service eligibility.
 - H. Submit a notice to client utilizing services funded by the Older Americans Act of his/her right to appeal ALTCEW's decision to ALTSA on issues pertaining to service eligibility.
 - I. Submit a notice to the client of his/her right to appeal ALTCEW's decision to ALTSA on issues of service delivery and service satisfaction regardless of funding source.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor and ALTCEW 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. ALTCEW and the Contractor 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. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor 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 Contractor, by signature to this Agreement, certifies that the Contractor 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 Contractor also agrees to include the above noted requirement in all subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under this Agreement.
9. **Disputes.** In the event of a complaint, grievance or dispute between the Contractor and ALTCEW, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the Contractor shall present its grievance in writing to

the ALTCEW Executive Director. The ALTCEW Executive Director shall review the facts, contract terms, and applicable statutes and rules, and make a determination of the dispute. The Executive Director shall provide his/her decision in writing to the Contractor. The decision of the Executive Director shall be final and conclusive unless the Contractor appeals the decision as set forth below. The Executive Director's written decisions shall include the procedures to appeal the decision.

If the dispute remains unresolved after the Executive Director's determination, the Contractor may submit a written appeal to the Chairperson of the ALTCEW Governing Board within fifteen (15) days of notification of the Executive Director's written decision. The Contractor's appeal shall state the specific reasons for the appeal. The Chairperson may resolve any appeal beyond the decision of ALTCEW's Executive Director if the resolution is agreeable to both the Executive Director and the Contractor. If the matter cannot be resolved by the Chairperson, the Chairperson shall refer the matter to ALTCEW's Governing Board for a hearing. A Contractor has the right to a hearing before the ALTCEW Governing Board if the matter was not resolved previously. This hearing is only allowed, however, when a Contractor has exhausted all local administrative remedies prior to the request for a hearing as stated herein.

The appeal date must be set within forty-five (45) days of the matter being referred to the ALTCEW Governing Board by the Chairperson. Written notice of the schedule of the appeal hearing and the Contractor's procedural rights will be sent to the appellant at least ten days prior to the appeal. The Governing Board will issue a written decision within fifteen (15) days after the hearing. The decision which will be mailed to the Contractor will set forth the conclusions of the Governing Board. The Contractor will be informed of the right to appeal to Aging and Long Term Support Administration at the State Department of Social and Health Services, pursuant to Federal and State regulations. Appeals must be made as set forth above within this clause before request is made to the DSHS Aging and Long Term Support Administration.

Pending final decision of a dispute hereunder, the decision of ALTCEW's Executive Director, or the Chairperson of the Governing Board, or ALTCEW's Governing Board shall not be controlling and both parties shall proceed diligently with the performance of all contractual obligations in a manner which is reasonable, taking into consideration not only the disputed facts, but also the overall goals of the contract. This "Disputes" clause does not preclude the consideration of questions of law in connection with decisions provided for above allowing that nothing in this contract shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

10. Drug Free Workplace. The Contractor shall maintain a work place free from alcohol and drug abuse.

11. Entire Agreement. This Agreement including all documents attached to or incorporated by reference contains 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 Contractor against ALTCEW involving this Agreement, venue shall be proper only in Spokane County, Washington. In the event of a lawsuit by ALTCEW against a Contractor involving this Agreement, venue shall be proper only in Spokane County, Washington RCW 36.01.050.
13. **Independent Status.** Except as otherwise provided in Paragraph 26 herein below, for purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of ALTCEW or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of ALTCEW or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of ALTCEW or the State of Washington. The Contractor shall indemnify and hold harmless ALTCEW from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor'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.**
 - A. ALTCEW certifies that it is insured under Enduris. Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and to contract for risk management, claims, and administrative services.
 - B. The Contractor 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 ALTCEW; provide certificates of insurance to that effect to the ALTCEW 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. ALTCEW, 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 Contractor's invoices to ALTCEW and all expenditures made by the Contractor to perform as required by this Agreement.

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

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 statutes and regulations;
- C. ALISA Management Bulletins and policy manuals;
- D. This Agreement; and
- E. The AAA's Area Plan.

19. Ownership of Client Assets. The Contractor shall ensure that any client for whom the Contractor or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of this paragraph, the client's personal property does not pertain to client records. The Contractor or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the Contractor or Subcontractor shall immediately release to the client and/or

ALTCEW all of the client's personal property.

20. **Ownership of Material.** Material created by the Contractor and paid for by ALTCEW as a part of this Agreement shall be owned by ALTCEW and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement, but is not created for or paid for by ALTCEW, is owned by the Contractor and is not "work made for hire." However, ALTCEW shall have a license of perpetual duration to use, modify, and distribute this material at no charge to ALTCEW provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

21. **Ownership of Real Property, Equipment and Supplies Purchased by the Contractor.** Title to all property, equipment and supplies purchased by the Contractor with funds from this Agreement shall vest in the Contractor. 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 Contractor shall request disposition instructions from ALTCEW. If the per-unit fair market value of equipment is under \$5000, the Contractor 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 Contractor shall request disposition instructions from ALTCEW. If the total aggregate fair market value of equipment is under \$5000, the Contractor 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.

22. **Ownership of Real Property, Equipment and Supplies Purchased by ALTCEW.** Title to property, equipment and supplies purchased by ALTCEW and provided to the Contractor to carry out the activities of this Agreement shall remain with ALTCEW. 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 Contractor shall request disposition instructions from ALTCEW.

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. ALTCEW and the Contractor shall cooperate in the defense of tort lawsuits

whenever possible. Both parties agree and understand that this provision may not be feasible in all circumstances. ALTCEW and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either ALTCEW or the Contractor 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 Contractor 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 Contractor, 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 Contractor must file a disclosure form in accordance with 45 CFR Section 93.110.

The Contractor 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 Contractor must obtain prior written approval from ALTCEW to subcontract for services specifically or not specifically defined in the Area Plan.
- B. Any subcontracts shall be in writing and the Contractor shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts.
- C. The Contractor is prohibited from subcontracting for direct client services without the prior written approval from ALTCEW.
- D. When the nature of the service the subcontractor is to provide requires a certification, license or approval, the Contractor may only subcontract with such contractors that have and agree to maintain the appropriate license, certification or accrediting requirements/ standards.
- E. In any contract or subcontract awarded to or by the Contractor in which the authority to determine service recipient eligibility is delegated to the Contractor or to a subcontractor, such contract or subcontract shall include a provision acceptable to ALTCEW 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.

- F. If ALTCEW, the Contractor, and a Subcontractor of the Contractor are found by a jury or Trier of Fact to be jointly and severally liable for damages arising from any act or omission from the contract, the ALTCEW shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the Subcontractor be unable to satisfy its joint and several liabilities, ALTCEW and the Contractor 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 ALTCEW and the Contractor. This term shall not apply in the event of a settlement by either ALTCEW or the Contractor.
- G. Any subcontract shall designate the Subcontractor as the Contractor's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for a Business Associate contract. The Contractor shall ensure that all client records and other PHI in possession of a Subcontractor are returned to the Contractor at the termination or expiration of the subcontract.

27. Sub-recipients.

- A. General. If the Contractor is a sub-recipient of federal awards as defined by Federal Register 2 CFR 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR 200, Subpart F, audit requirements into all agreements between the Contractor and its subcontractors who are sub-recipients;
 - (5) Comply with the applicable requirements of either 2 CFR 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 CFR Part 42, Subparts C D E, and G, and 28 CFR Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

B. Single Audit Act Compliance. If the Contractor is a sub-recipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the ALTCEW Accounting Manager the reporting package specified in 2 CFR 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 200, Subpart F, and 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 ALTCEW, or during the course of the required audit, that the CONTRACTOR has been paid unallowable costs under this Agreement, ALTCEW may require the Contractor to reimburse ALTCEW in accordance with 2 CFR 200.

(1) In the event that ALTCEW establishes overpayment or erroneous payments made to the Contractor under this Agreement, ALTCEW may secure repayment, plus interest, if any, by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to ALTCEW.

(2) For any identified overpayment involving a subcontract between the Contractor and a tribe, ALTCEW agrees it will not seek reimbursement from the Contractor, if the identified overpayment was not due to any failure by the Contractor.

D. Sanctions. The Contractor shall not be compensated by ALTCEW for services under this agreement until all reports specified in the contract are on file at ALTCEW.

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 upon which ALTCEW relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement, but prior to normal completion of this Agreement:

- A. The Agreement may be renegotiated under the revised funding conditions.
- B. At ALTCEW's discretion, ALTCEW may give notice to the Contractor to suspend performance when ALTCEW determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of the Agreement.
 - (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 ALTCEW determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the receipt of this notice, the Contractor will provide written notice to ALTCEW informing ALTCEW whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to ALTCEW and an acceptable date cannot be negotiated, ALTCEW may terminate the Agreement by giving written notice to the Contractor. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. ALTCEW shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.
- C. ALTCEW may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. ALTCEW shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to ALTCEW in the event the termination option in this section is exercised.

30. Termination for Convenience. ALTCEW may terminate this Agreement, in whole or in part, for convenience by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving ALTCEW at least thirty (30) calendar days' written notice addressed to: Executive Director, ALTCEW, 1222 North Post Street, Spokane, WA, 99201.

31. Termination for Default.

- A. ALTCEW may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if ALTCEW has a reasonable basis to believe that the Contractor has:
 - (1) Failed to meet or maintain any requirement for contracting with ALTCEW;
 - (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 ALTCEW may terminate this Agreement for default, ALTCEW shall provide the Contractor with written notice of the Contractor's noncompliance with the agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, ALTCEW may then terminate the agreement. ALTCEW may terminate the agreement for default without such written notice and without opportunity for correction if ALTCEW has a reasonable basis to believe that a client's health or safety is in jeopardy.

- C. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to ALTCEW, if the Contractor has a reasonable basis to believe that ALTCEW has:
 - (1) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (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 Contractor may terminate this Agreement for default, the Contractor shall provide ALTCEW with written notice of ALTCEW's noncompliance with the Agreement and provide ALTCEW a reasonable opportunity to correct ALTCEW's noncompliance. If ALTCEW does not correct ALTCEW's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

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

- A. The Contractor 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 Contractor shall promptly deliver to the ALTCEW Executive Director (or to his/her appointee), all ALTCEW assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return ALTCEW property within ten (10) working days of the Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of ALTCEW's that is in the possession of the Contractor pending return to ALTCEW.
 - C. ALTCEW shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. ALTCEW may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by ALTCEW.
 - D. If ALTCEW terminates this Agreement for default, ALTCEW may withhold a sum from the final payment to the Contractor that ALTCEW determines is necessary to protect ALTCEW against loss or additional liability. ALTCEW shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor 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 Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor 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 Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor 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 ALTCEW's designee has the authority to waive any term or condition of this Agreement on behalf of ALTCEW.

HIPAA COMPLIANCE

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

35. Definitions.

- A. "Business Associate," as used in this Agreement, 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 Agreement 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 Agreement and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- C. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information, with the exclusions and exceptions listed in 45 CFR 164.402.
- D. "Covered Entity" means ALTCEW, 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 the 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 Agreement 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.
36. **Compliance.** The Business Associate shall perform all Agreement 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.** The Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- A. **Duty to Protect PHI.** The 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.** The Business Associate shall apply the HIPAA Minimum Necessary Standard to any use or disclosure of PHI necessary to achieve the purposes of this Agreement. See 45 CFR 164.514 (d)(2) through (d)(5).
 - C. **Disclosure as Part of the Provision of Services.** The Business Associate shall only use or

disclose PHI as necessary to perform the services specified in this Agreement 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. The 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. The Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and will be 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. The Business Associate shall report to ALTCEW in writing all uses or disclosures of PHI not provided for by this Agreement 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 ALTCEW, the Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.
- G. Failure to Cure. If ALTCEW 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 Agreement and reasonable steps by ALTCEW do not end the violation, ALTCEW shall terminate this Agreement, if feasible. In addition, if the 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, the Business Associate shall terminate the subcontract, if feasible.
- H. Termination for Cause. The Business Associate authorizes immediate termination of this Agreement by ALTCEW, if ALTCEW determines that the Business Associate has violated a material term of this Business Associate Agreement. ALTCEW may, at its sole discretion, offer the Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- I. Consent to Audit. The 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 ALTCEW, to the

Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

- J. Obligations of the Business Associate upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, with respect to PHI received from ALTCEW, or created, maintained, or received by the Business Associate, or any subcontractors, on behalf of ALTCEW, the Business Associate shall:
- (1) Retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to ALTCEW 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 the Business Associate or any subcontractors retain the PHI;
 - (4) Not use or disclose the PHI retained by the 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 Agreement which applied prior to termination; and
 - (5) Return to ALTCEW or destroy the PHI retained by the Business Associate, or any subcontractors, when it is no longer needed by the 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 Agreement.

38. Individual Rights.

- A. Accounting of Disclosures.
- (1) The 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 ALTCEW, the Business Associate shall make available to ALTCEW the information in the Business Associate's possession that is necessary for ALTCEW 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 ALTCEW or in response to a request made directly to the Business Associate by an individual, the 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) The Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

B. Access.

- (1) The Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by ALTCEW or the Individual as necessary to satisfy ALTCEW'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 ALTCEW 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 ALTCEW, the Business Associate shall provide the records to ALTCEW within ten (10) business days.

C. Amendment.

- (1) If ALTCEW amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and ALTCEW has previously provided the PHI or record that is the subject of the amendment to the Business Associate, then ALTCEW will inform the Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) The Business Associate shall make any amendments to PHI in a Designated Record Set as directed by ALTCEW or as necessary to satisfy ALTCEW'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), the Business Associate shall ensure that any agents, subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on the 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 Agreement 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 ALTCEW's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), the Business Associate shall comply with all requirements that would apply to ALTCEW in the performance of such obligation(s).
41. **Liability.** Within ten (10) business days, the Business Associate must notify ALTCEW 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 ALTCEW of the outcome of that action. The 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 penalties, fines, or sanctions 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 ALTCEW or involving ALTCEW clients, the Business Associate will take all measures required by state or federal law.
- B. The Business Associate will notify ALTCEW 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 Agreement 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. The Business Associate will notify ALTCEW's Executive Director or his/her designee of this Agreement 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. The 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. The Business Associate will address communications to the ALTCEW Contact. The Business Associate will coordinate and cooperate with ALTCEW to provide a copy of its investigation and other information requested by ALTCEW, including advance copies of any notifications required for ALTCEW to review before disseminating and verification of the dates notifications were sent.
- D. If ALTCEW determines that the 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), the 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), the 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), the 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) ALTCEW will take appropriate remedial measures up to termination of this contract.

43. Miscellaneous Provisions.

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

SPECIAL TERMS AND CONDITIONS

1. Definitions.

- A. "Agreement" means this Agreement, also referenced as "contract", including all documents attached or incorporated by reference.
- B. "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.
- C. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Under federal awards to local or tribal governments, allowable costs must be in conformance with 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with 2 CFR 230, Cost Principles for Non-Profit Organizations.
- D. "ALTCEW Executive Director" or "Director" shall mean the individual employed by the ALTCEW Governing Board responsible for the active executive management of all Agency functions in accordance with the policies and procedures established by the Governing Board.

- E. "ALTCEW Governing Board" or "Board" shall mean the group, appointed pursuant to ALTCEW's Bylaws, that is responsible for establishing the policies and procedures for the Agency.
- F. "Area Plan" means the document submitted by ALTCEW to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.
- G. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
- H. "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 a Business Associate under this Agreement includes the Business Associate's employees, agents, officers, subcontractors, third party contractor's, volunteers, or directors.
- I. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- J. "Client" means an individual that is eligible for or receiving services provided by the Contractor in connection with this Agreement.
- K. "Contractor" shall mean the Contractor that is a party to this agreement, and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the Contractor or agent shall not be considered an employee of ALTCEW or DSHS.
- L. "Contracts Administrator" means the ALTCEW Business Administration Director, or designee.
- M. "Covered Entity" means ALTCEW, a Covered Entity as defined in 45 CFR 160.103.
- N. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- O. "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.

- P. "DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- Q. "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.
- R. "Dyad" means two individuals in a caregiver/care receiver relationship.
- S. "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.
- T. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- U. "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).
- V. "Informed Consent" shall mean that a client or recipient of services provided under this Agreement, or his/her guardian, attorney or a responsible parent, shall be fully appraised of: (1) the voluntary nature of the disclosure, (2) the nature of the extent of the information being released, (3) the person, organization or agency to whom the information is being released, (4) the purpose for which the information will be used, (5) the effect, if any, on the client or recipient of services of not providing all or part of the requested information, and (6) any other facts which, under the circumstances, are necessary to the giving of intelligent consent.
- W. "Older Americans Act" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- X. "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.
- Y. "Personal Property" shall mean tangible or intangible property of any kind except real property.
- Z. "PHI" means protected health information and is information created or received by the 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).

- AA. "Planning and Management Council (PMC)" shall mean the group, appointed by the ALTCEW Governing Board pursuant to the Agency's Bylaws that is responsible for the day-to-day administration and supervision of ALTCEW's activities.
- 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.
- EE. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- FF. "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by ALTCEW in accordance with this Agreement.
- GG. "Sub-recipient" 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 sub-recipient 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 Contractor 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.

3. **Background Checks.** The Contractor shall ensure that hiring practices for staff who will have unsupervised access to clients are in accordance with RCW 43.20A.710.
4. **ALTCEW's Representative.** The ALTCEW Governing Board hereby appoints, and the Contractor hereby accepts, ALTCEW's Planning and Management Council and ALTCEW's Executive Director, or his/her designated staff, as ALTCEW's representatives for the purposes of administering the provisions of this Agreement, and subsequent Agreements, including ALTCEW's rights to:
 - A. Inspect facilities and records;
 - B. Receive and act on all reports and documents;
 - C. Request and receive additional information from the Contractor;
 - D. Approve fee schedules for services;
 - E. Assess the general performance of the Contractor;
 - F. Monitor and/or evaluate the effectiveness, efficiency, and costs of program operations.
 - G. Determine if services are performed in accordance with Federal, State, and local law;
 - H. Administer any other right granted to ALTCEW under this Agreement and subsequent Agreements, except those specifically reserved to the ALTCEW Governing Board.

All actions taken by the Planning and Management Council and ALTCEW's Executive Director, as ALTCEW's agents for administering this Agreement, and subsequent Agreements, shall be subject to the approval of the ALTCEW Governing Board. The ALTCEW Governing Board expressly reserves to itself the right to suspend or terminate this Agreement, and subsequent Agreements, as provided herein, to approve budget revisions and payment changes, and to commence civil action for the enforcement of this Agreement and subsequent Agreements.

5. **Coordination.** The Contractor's staff will participate in ALTCEW and ALTSA training and coordination meetings as required.
6. **Billing and Payment.**
 - A. **Billing.** The Contractor shall submit invoices using forms as designated by ALTCEW. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to ALTCEW by the Contractor not more often than monthly. The Contractor shall submit all requests for reimbursement no later than the seventh (7th) working day of the month following the month of service. Final closeout invoices shall be submitted no later than the 20th of the month following the final

month of the budget. The Contractor shall use forms provided by ALTCEW for reports and billings.

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

ALTCEW 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, ALTCEW shall not pay any claims for payment for services submitted more than 45 days after completion of the contract period. The Contractor shall not bill ALTCEW for services performed under this Agreement, and ALTCEW shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

- C. The Contractor shall complete and submit a Local Match Certification Form, if applicable. The form will be provided by ALTCEW and should be submitted with the final billing for this Agreement.

- 7. **Program Income.** Program income shall be used by the Contractor in accordance with 2 CFR 92.25; costs borne by the program income may be used to satisfy cost sharing or matching requirements (Section 25 g.3) unless prohibited by implementing regulations of specific federal programs.

- 8. **Program Reports.** The Contractor shall submit program reports using forms as designated by ALTCEW. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices, which shall be submitted to ALTCEW by the Contractor not more often than monthly. The Contractor shall submit all reports for reimbursement no later than the seventh (7th) working day of the month following the month of service. Final closeout invoices shall be submitted no later than the 20th of the month following the final month of the budget. The Contractor shall use forms provided by ALTCEW for reports and billings.

- 9. **Budget Revisions.** The Contractor shall submit to ALTCEW written requests for approval of budget revisions for specific program agreements when:

- A. The revisions would change the scope or objectives of services specified in the Agreement's Statement of Work;
- B. Additional revenues are received by the program;
- C. The Contractor desires to transfer funds among categories within the Agreement's budget

in excess of ten (10) percent of the total ALTCEW budgeted amount, as set forth in the Agreement.

10. Reductions in Funding.

- A. **Limitation of ALTCEW's Fiscal Liability.** In the event that funding from State, Federal, or other sources is withdrawn, reduced or limited in any way after the effective date of subsequent Agreements, and prior to their normal completion, ALTCEW may summarily reduce or terminate any Agreement as to the funds withdrawn, reduced or limited, notwithstanding any other termination provision of this Agreement. However, prior to taking formal action to reduce or terminate the Agreement pursuant to this paragraph, ALTCEW shall solicit the views of the Contractor in an effort to determine what course of action, given the constraints facing ALTCEW, shall be least disruptive to the continued provision of services to older persons. Termination under this section shall be effective upon receipt of written notice by the Contractor or its representative.

ALTCEW agrees to promptly notify the Contractor of any proposed reduction in funding by State, Federal or other officials. The Contractor agrees that upon receipt of such notice, it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction become effective.

- B. **Budget Surplus.** The Contractor agrees that funds determined by ALTCEW to be surplus within the budget of subsequent Agreements at the end of the contract period will be subject to cancellation by ALTCEW and will be negotiated if they are to be included in future Agreements. Further, the Contractor agrees to allow ALTCEW to unilaterally reduce the funds obligated to the Contractor by subsequent Agreements prior to the termination date of the contract period in the event that the rate of cumulative expenditures under that Agreement, as specified in its budget, is five (5) percent less than the anticipated cumulative rate at the close of any calendar quarter, provided ALTCEW adheres to the following procedures:

- (1) ALTCEW provides the Contractor fifteen (15) days written notice of its intent to reduce the obligation; and
- (2) ALTCEW provides the Contractor an opportunity, during the fifteen (15) day waiting period, to appeal the decision to reduce funding.

Further, if the Contractor fails to expend funds up to the level identified in the subsequent Agreements budget, the total amount of the award may be reduced by an amount not to exceed the difference between the estimated expenditure rate and the actual cumulative spending rate for the period.

- 11. Training.** The Contractor will provide for such training as may be necessary to enable paid and

volunteer project personnel to administer and operate the project/program. Costs for such training, as warranted, have been included in the budget developed for the project and submitted as part of this application. It is further agreed that project/program administrators shall encourage all paid and volunteer project personnel to continue their training in an effort to upgrade their service skills and enhance their understanding of the aging process.

12. **Service to Long Term Care Facilities.** The Contractor shall not provide services with ALTCEW funds to residents of long term care facilities for which other State or Federal funds, such as Medicare, Medicaid or Title XIX, are available. The Long Term Care Ombudsman Program and Senior Legal Assistance Program are not subject to this restriction.

13. **Client Donations.** If funded by ALTCEW with Federal or State dollars to operate a non-means tested program, the Contractor will develop and implement a policy of accepting client donations in accordance with pertinent Federal regulations that must be adhered to include the following:
 - A. Each service provider must:
 - (1) Provide each older person with a free and voluntary opportunity to contribute to the cost of the service;
 - (2) Protect the privacy of each older person with respect to his or her contribution;
 - (3) Establish appropriate procedures to safeguard and account for all contributions; and
 - (4) Use all contributions to expand the services of the provider under this Agreement. Nutrition services providers must use all contributions to increase the number of meals served.
 - (5) Program income must be: (i) used prior to contract funds, (ii) accounted for properly within the CONTRACTOR's accounting records, (iii) expended only within the contract that earned it in accordance with the contract's objectives, and (iv) reported monthly to ALTCEW.
 - B. Each service provider may develop a suggested contribution schedule for services provided under this Agreement. In developing a contribution schedule, the provider must consider the income ranges of older persons in the community and the provider's other sources of income.
 - C. A service provider that receives Federal funds under this Agreement may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.
 - D. Contributions made by older persons or on behalf of older persons are considered program

income.

14. **Indemnification.** The Contractor agrees that all services to be rendered or performed under a contract awarded pursuant to this Application will be performed or rendered entirely at the Applicant Agency's own risk and the Applicant Agency expressly agrees to indemnify and to hold harmless ALTCEW and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage. Provided, however, that the provisions of the above shall be inapplicable to the extent that ALTCEW is judicially found solely or partially negligent for the damage or injury.
15. **Supplanting.** The Contractor agrees that funds provided by ALTCEW to the Applicant Agency are not used to replace funds from other non-Federal sources.
16. **Program Publicity.** The Contractor is expected to inform older persons and adults with disabilities, their representatives, service providers, and the general public about the availability of their services and how they can be accessed. To achieve a cohesive information and marketing effort in the ALTCEW service delivery area each type of publicity for ALTCEW funded services in all forms of media must have the following:
 - A. If program is fully funded by ALTCEW: "This program is funded by Aging & Long Term Care of Eastern Washington."
 - B. If program is partially funded by ALTCEW: "This program is supported by Aging & Long Term Care of Eastern Washington."
 - C. Printed materials must include the ALTCEW logo.
 - D. Web pages – Pertaining to ALTCEW funded services must have the above language, ALTCEW logo, and hyperlink to www.altcew.org.
 - E. All public publicity listed above should be pre-approved by designated ALTCEW staff. ALTCEW will strive to enhance all publicity, marketing, and outreach efforts by Contractor to better inform the public of services and useful information to the public we serve.
17. **Service Levels to Minorities.** The Contractor will provide services to minority and Limited English Speaking persons in at least the same proportion as they are present in the population of older individuals in ALTCEW's Planning and Service area. Case Management services will be provided at twice the percentage levels found in the population.
18. **Disaster Preparedness.** The Contractor agrees to maintain a business continuity plan and develop criteria to identify high risk clients in the community and maintain a list of these clients that can be easily accessed during an emergency or disaster. The Long Term Care Ombudsman Program and Senior Legal Assistance Program are exempt from this requirement. Case

Management agencies, as part of the annual assessment and/or significant change process, will educate new clients on how to be prepared for emergencies and disasters. Case Managers will use ALTCEW's Home Emergency Preparedness Plan and FEMA handouts.

19. **Confidentiality.** In addition to General Terms and Conditions Confidentiality language, the Contractor or its Subcontractors may disclose information to each other, to ALTCEW, 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 Contractor and its Subcontractors shall disclose information for research, statistical, monitoring and evaluation purposes conducted by ALTCEW, appropriate federal agencies and DSHS.
20. **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 ALTCEW is unable to follow their standard contract execution procedures to timely obligate the federal funds. By execution of this Agreement, 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 ALTCEW its acceptance of the amendment no later than the amendment start date.
21. **Duty to Disclose Business Transactions.** Pursuant to 42 CFR 455.104, the U.S. Department of Health and Human Services must obtain disclosures and complete required screening to ensure the State does not pay federal funds to excluded persons or entities. Upon request from ALTCEW, the Contractor is required to provide certain disclosures from managing employees, specifically those who authorize expenditures. Failure to comply with requests made under this term may result in denial of payments until the requested information is disclosed.
22. **False Claims Act Education Compliance.** Federal law requires any entity receiving annual Medicaid payments of \$5 million or more to provide education regarding federal and state false claims laws for all of its employees, contractors and/or agents. If the Contractor receives at least \$5 million or more in annual Medicaid payments, the Contractor is required to establish and adopt written policies for all employees, including management, and any Contractor or agent of the entity, including detailed information about both the federal and state False Claims Acts and other applicable provisions of Section 1902(a)(68) of the Social Security Act. The law requires the following:
 - a. The Contractor must establish written policies to include detailed information about the False Claims Act, including references to the Washington State False Claims Act;
 - b. Policies regarding the handling and protection of whistleblowers;
 - c. Policies and procedures for detecting and preventing fraud, waste, and abuse;

- d. Policies and procedures must be included in an existing employee handbook or policy manual, but there is no requirement to create an employee handbook if none exists.

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

24. **DUNS Number.** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their DUNS Number for this Agreement. The DUNS number is listed on Page 1 of this Agreement. If the DUNS Number changes, the Contractor must immediately notify the ALTCEW contact listed on Page 1 of this Agreement and provide the correct DUNS Number.

For the Applicant Agency:

Signature

Print Signature Name

Title

Date

Agency Name and Mailing Address:

INTENT TO SUBCONTRACT

Contractor: _____

Program: _____

SUBCONTRACTORS:

1. Does the Contractor intend to subcontract with other agencies or organizations for the provision of all or part of the services for which funds are being requested?

Please respond by indicating: (YES) ___ or (NO) ___

2. If the answer to the previous question is YES, list all subcontractors by name and address.

3. Describe the procedures that will be used to select the subcontractor(s).

4. Describe the procedures for monitoring subcontractors' performance and include the monitoring timeline(s) and staff responsible for conducting monitoring.

NOTE: Attach a sample copy of a subcontract document.

EXHIBIT C

Technical and Budget Forms
See Excel Spreadsheet: ContExt 2021 Exhibit C.xlsx

EXHIBIT D

SPECIAL CONDITIONS OF AWARD FOR 2021 OPERATIONS

NOTE: Special Conditions of Award specific to each Contractor requiring a response in the 2021 Contract Extension Application will be sent to each Contractor by email the day the Application is posted on the Aging & Long Term Care of Eastern Washington website. Failure to respond to any Special Conditions of Award will result in the Application being deemed nonresponsive.