



Olympic Area Agency on Aging

Request for Proposals

Mobile Services Delivering Food, Supplies, and Resource Connection to Underserved Areas

RFP No. 2025-01, MOBILE SERVICES

Service Area: Clallam, Grays Harbor, Jefferson, and/or Pacific Counties

Date of Issuance: January 17, 2025

Deadline for Submission: February 10, 2025 by 4:30 p.m.

Initial contract awards anticipated for March 15, 2025 – December 31, 2025
One annual renewal possible based on contract compliance and performance and
funding availability.

Funding Sources: State and Federal Funding, Grant(s), O3A Agency Reserves

Contact Person: Michelle Fogus, Planner/Program Development Manager
michelle.fogus@dshs.wa.gov

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A: RFP INTRODUCTION

1. Awarding Agency

This RFP is being issued by the Olympic Area Agency on Aging (O3A). O3A is the designated Area Agency on Aging for Clallam, Jefferson, Grays Harbor and Pacific Counties. O3A's mission is to help older adults and persons with disabilities maintain their dignity, health, and independence in their homes through a coordinated system of home and community-based services.

O3A receives federal and state funds through the Washington Department of Social and Health Services, Aging & Long-Term Support Administration.

For more information about O3A, please visit our agency website: www.O3A.org.

2. RFP Purpose and Timeline

Purpose: The goal of this Request for Proposals (RFP) is to award funding to successful applicants to provide mobile food delivery services to remote / underserved areas, with priority given to providers able to include non-food supply delivery and/or resource connection to underserved areas of Clallam, Grays Harbor, Jefferson, and Pacific counties. Funds may be used to expand existing services or create new ones that meet the goal.

Service Area: Interested parties may apply to provide mobile services in one or more of the above counties. Within each county, preference is given to the ability to serve areas designated as high priority, as described below in Section 3.

Program Standards: Successful applicants must be able to provide nutritious food without relying on program funds to purchase food items or to reimburse the applicant for food items unless specifically negotiated and allowable under the funding source(s). Provision of food items must not be contingent on client documentation of age, disability status, income, citizenship, or any other criteria; this program is a low-barrier program that provides free assistance to everyone. Applicants must be able to provide proper storage and safe food handling that conforms to all applicable standards for fresh, frozen, and refrigerated foods. Successful applicants doing public-facing events must work collaboratively with O3A staff, bilingual outreach specialist(s), O3A volunteers, and any other partners to provide robust services when applicable, depending on program design.

Successful applicants may provide basic written resource materials and O3A referral contacts with food distribution and/or provide in-person assistance at public-facing events. Applicants doing public-facing events must have a good working knowledge of programs and services available in the target communities and be able to make appropriate referrals. O3A will provide training and support to contractor's staff as needed or upon request.

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Term of Contract: Successful applicants will be awarded an initial contract for the anticipated performance period of March 15, 2025 – December 31, 2025. One subsequent one-year contract renewal is possible based on each successful applicant’s ongoing satisfactory contract compliance and availability of funds. O3A reserves the right to negotiate contract term based on agency needs and/or RFP responses.

Timeline:

RFP Issue Date	1/17/2025
Applicants Conference – via Zoom	1/31/2025
RFP Closing Date	4:30 p.m., 2/10/2025
O3A Staff Review for Completed Elements	1/11-12/2025
Follow up and/or Technical Assistance	1/13/2025
O3A Advisory Council Meeting	2/18/2025
O3A Council of Governments Meeting	3/6/2025
Award Announcement	3/6/2025
Deadline for Appeal of Proposal(s) Not Awarded	4/18/2025
Grievance Hearing Date – 45 days after Appeal	tbd
Council of Governments – 10 days after Hearing	tbd
Earliest Contract Start Date	3/15/2025

RFP Point of Contact:

Michelle Fogus, Planner/Program Development Manager
michelle.fogus@dshs.wa.gov
 360.538.8876

cc: Carol Ann Laase, Administrative Director
Carolann.Laase@dshs.wa.gov

3. Priority Population

O3A is committed to providing services for persons with the greatest economic and social needs, including older adults (age 60+ or 55+ for tribal elders), adults with disabilities, and family caregivers, especially those who are also:

- Low income;
- Ethnic or cultural minorities, including tribal members and individuals with limited English

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- proficiency; and/or
- Rural residents.

Within O3A's four-county service region, certain areas have been identified as having a higher level of need due to meeting one or more of the following criteria, with areas that meet multiple criteria having the highest priority:

- Remote areas that are 30+ minutes from food and service hubs (i.e., cities within each county that offer more services, such as Port Angeles, Aberdeen, etc.)
- Qualifying as a USDA food desert [interactive map: <https://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas/>]
- Having minimal or no public transportation options to food and service hubs
- Being a naturally-occurring retirement community, defined as a community where the majority of residents are age 60+ and the community was not specifically designed to house older adults (e.g., Ocean Shores, Brinnon, Sequim, etc.)

Applicants must provide a list of initial sites they will serve and the rationale. For purposes of illustration, previous mobile sites are listed below

Clallam County:

- Clallam Bay
- Forks
- LaPush
- Neah Bay

Grays Harbor County:

- Copalis Beach
- Humptulips
- Neilton
- Oakville
- Ocean Shores
- Pacific Beach
- Taholah
- Westport

Jefferson County:

- Queets

Pacific County:

- Chinook
- Ilwaco
- Ocean Park
- Raymond
- Tokeland

4. Funding

O3A anticipates that approximately \$250,000 is available for the contract year through this

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RFP from the following sources:

Fund Sources	Approximate RFP Amounts
O3A agency reserves	\$250,000

We anticipate having multiple sources for this project. O3A may add funding from other sources when available in any particular contract year. All funding awards are subject to confirmation of receipt of funds from funding sources.

Final funding awards determined by O3A will consider each successful applicant's total funding request, project application, and the proposed client service delivery estimates. For each subsequent contract award, O3A will consider available funding, actual mobile service delivery patterns, cost effectiveness, the number of unduplicated clients served, and other service and population data.

Funding awarded under this RFP may be used for direct program operating expenses and staffing, approved supplies, an administrative rate equal to 10% of direct expenses, and any other negotiated fee or expense, such as a per-event fee. Event fee will be negotiated and is intended to include costs other than direct-charged staff time, mileage, supplies, and administration. Funding awarded under this RFP may not be used for capital improvements, equipment, or other one-time costs associated with implementing a new or existing program unless specifically negotiated and approved by O3A. Funding may also not be used to purchase food except on a case-by-case basis as approved by O3A. If O3A receives funding specifically for food purchases, contract will be amended to reflect that.

Match Requirements: Some funding streams may require a match for service expenditures that may vary from 10-25%. Provider would be notified if their contract includes a funding source with a required match.

Definition of Match: Match means the value of third-party in-kind contributions and the portion of program and administrative costs funded (cash or in-kind) by the contractor, subcontractor, or other sources. Match does not include O3A funding. Some match requirements may require that the match be non-federal. Any match requirements under a particular funding stream will be specified in the contract.

Performance-based Contract Payment System: O3A will reimburse the contractor monthly for allowable direct costs and a 10% administration fee and other negotiated contract items, such as per-event charges. Please see Section 2 for specific allowable costs.

Proposal Costs and Payment of Contingent Fees: O3A is not liable for any costs the applicant incurs prior to the issuance of a contract. All costs incurred in response to this solicitation are your responsibility.

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B: APPLICANT QUALIFICATIONS AND REQUIREMENTS

1. Applicant Eligibility

- Must be an individual, partnership or legally incorporated entity, eligible to do business in Washington State. If incorporated, the applicant must be in good standing and qualified to conduct business in Washington.
- Must be in good standing to conduct business with federal funding (not debarred).
- If a non-profit, the applicant must furnish proof of non-profit status.
- The applicant must be willing to provide mobile services that serve the targeted populations.
- The organization must be technically and administratively capable of executing the services of the mobile program.
- Applicant must be of sound financial status. Applications from agencies that cannot demonstrate sound financial status will be rejected.

2. Program Requirements

Food Provision, Storage, and Distribution: The previous mobile project partnered with community sites, many of them food pantries, to provide additional food to target populations to enhance nutritional well-being. Distributed food is intended to meet nutritional needs for a balanced and healthy diet and be simple to prepare. Applicant must be able to supply a variety of food items, have adequate storage space, and have the necessary equipment to store, transport, and distribute shelf-stable, fresh, refrigerated, and frozen items according to all applicable food safety standards.

Vehicle(s): Applicant must have a vehicle(s) appropriate to transport the food, supplies, and/or resource materials in the quantities needed at each site. Appropriate vehicles would generally be vans, buses, or box trucks. Provider is expected to have adequate vehicles to implement their proposed services and to have a back-up plan in the event the vehicle(s) are out of service.

Creating, Maintaining, and Leveraging Community Partnerships: This project is a partnership between O3A and the contractor(s). Additional partners have included a bilingual/bicultural outreach specialist for some sites; site partners (food pantries, libraries, faith-based organizations, etc.); partners who provide food and/or other items for distribution; health departments; and others. Applicant must be able to work collaboratively with a variety of partners and leverage their own new and existing partnerships to expand the effectiveness of mobile services in meeting target population needs.

O3A may provide Information & Assistance Specialists to assist at some events. O3A also

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provides a wide array of written resource materials and, if time allows and there is a private meeting area available, may provide one-to-one assistance for people seeking specific information at events. Contractor who includes resource connection services is responsible for distributing I&A business cards or agency brochures provided by O3A to those who need additional assistance. O3A may have additional contracted providers, such as bilingual outreach specialists, and/or volunteers available for some sites.

Outreach: Applicants doing public-facing events must provide ongoing outreach through printed materials, social media, and other appropriate channels to ensure that as many people as possible know about the available services and schedule of events, if applicable.

Service Frequency: Applicants must be able to serve each approved site at least once per month unless there are extenuating circumstances (severe weather, inoperable vehicle, etc.) and have adequate staffing to do so. Applicants providing resource connection at public-facing events are expected to have the capacity to also staff several one-time events per year (such as Project Homeless Connect, veterans' stand-downs, and tribal and other community health fairs) as negotiated with O3A.

3. Administrative Requirements

- Applicant must be able to provide services in advance of reimbursement.
- Applicant must be able to implement the proposal as written if awarded a contract with a service provision start date of March 15, 2025.
- Contractors will be required to comply with the O3A General Terms and Conditions included as an attachment to any contract awarded as a result of the RFP, and the requirements contained in the GTC are non-negotiable (Exhibit 2).
- Awarded Contractors will be required to comply with all Exhibits and Attachments, including but not limited to Statements of Work as attached to all contracts resulting from an application under this RFP. Such Exhibits and Attachments further specify program terms, rules, requirements, guidelines, and procedures.

Applicants will need to demonstrate:

- A financial management system that includes an accounting for all program funds received and expended.
- Establishment and availability of regular hours during the week.
- A record-keeping system to track all inventory, both purchased with program funds and provided by the contractor as in-kind donations. Capacity to maintain books, records, documents, and other evidence directly related to performance of the work under any contract issued as a result of this RFP in accordance with Generally Acceptable Accounting Procedures. O3A, or any of its duly authorized representatives, shall have access to such books, records and documents for inspection, audit, and copying for a period of seven years after completion of work.
- The ability to deliver services that are accessible, including geographic, physical, cultural and language accessibility.

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- The ability to deliver services in a culturally competent manner allowing the agency to deliver services effectively in cross-cultural situations, and/or deliver culturally relevant programs designed to serve a specific cultural group.
- Identification of other resources to be used in conjunction with the O3A requested funds, including value of provider's in-kind food, supplies, and other resources.
- Programs funded through this RFP that utilize volunteers must demonstrate volunteer policies that include volunteer orientation and training, supervision and support appropriate to each volunteer's position or role that are similar to paid staff employed by the program, the ability to track and report volunteer hours, and the capacity to maintain volunteer records as required.
- Mobile services are intended to be low-barrier, and as such, do not require guests/recipients to provide documentation. However, the contractor must provide a reasonably accurate estimate of the proportion of those receiving services who are age 60+, have a disability, and/or are family caregivers based on observations and information provided voluntarily by guests/recipients and partner organizations responsible for distributing food or resources to end users.

4. Data Collection and Reporting Requirements

Contractors will be required to maintain paper and/or electronic program records with the following information:

- Date, location, number of people served if applicable (i.e., if a public facing event), number of food boxes/items distributed, and number of printed informational materials distributed for each event.
- Inventory of all food items and supplies provided by the contractor.
- Inventory of all items and supplies purchased with O3A funds.

Applicant must demonstrate their capacity to adhere to the following requirements:

- Personal information may not be collected on clients or used to determine eligibility.
- In the event the provider inadvertently comes into possession of personal information, it must be safely handled and destroyed in accordance with HIPAA requirements.

5. General Compliance and Insurance Requirements

Proposers must agree to provide services that conform to the following which have been used to develop this RFP and its requirements:

- Program Standards regarding food safety (Exhibit 1)
- O3A Contract General Terms and Conditions (Exhibit 2)
- Insurance Requirements (Exhibit 3)
- Federal Older Americans Act priorities (Exhibit 4)

Upon entering a contract, the applicant will be asked to provide proof of General Liability insurance at or above the required minimum (\$2M per occurrence/\$4M aggregate, may be met under terms of appropriate umbrella policy) as well as automobile insurance. If you plan to provide any services at your place of business, you will be required to provide proof of

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Commercial General Liability insurance or be Endorsed as an Additional Insured for the premises liability insurance. Please read the Insurance Requirements (Exhibit 3). Insurance requirements are subject to the type of program.

C: APPLICATION REQUIREMENTS

1. Instructions to Apply

- Complete the Application Cover Sheet – Attachment A
- Provide Written Response to Program Narrative – Attachment B
- Provide Written Response to Agency/Organization Capacity – Attachment C
- Complete the Funding Request – Budget Workbook – Attachment D
- Submit all Documents – List of Additional Documents – Attachment E
- Complete Pre-Award Risk Assessment – Attachment F

The Attachments listed below are part of this RFP document and begin on page 14.

Do not leave any spaces blank. If the information requested does not apply to you, please write N/A. Please reach out to the Sole Point of Contact for any assistance needed.

Applicants must complete and respond to all elements of Attachments A through F. If any items are missing from your proposal, the proposal may be eliminated from consideration.

Email, USPS Mail, or Deliver to:
Michelle Fogus
Planner/Program Development Manager
Olympic Area Agency on Aging
2700 Simpson Ave, Suite 205
Aberdeen WA 98520

Telephone: 360.538.8876
Fax: 360.533.7241
michelle.fogus@dshs.wa.gov

Requests for Reasonable Accommodation:

To request a reasonable accommodation to allow for equal participation in the Request for Proposal (RFP) process, please contact the Sole Point of Contact.

Ownership of Proposal:

Proposals and other materials submitted in response to this RFP become the property of O3A, are documents of public record, and will not be returned. By submitting a proposal, Proposers
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acknowledge and agree that they and/or their organization claim no proprietary rights to the ideas or approaches contained in their proposals.

Acceptance of Terms and Conditions:

By submitting a response to this RFP, the applicant acknowledges and accepts all terms and conditions of this request and all State and local government regulations and requirements related to the delivery of the solicited services. If the applicant is awarded a contract, the proposal will become part of the contract agreement. The applicant will be bound by the terms of the proposal, unless O3A agrees that specific parts of the proposal are not part of the agreement. O3A reserves the right to introduce different or additional terms and/or conditions during final contract negotiations. The applicant will be required to enter into a formal written agreement with O3A. If the applicant will be sub-contracting for Professional Services, that contract will also be subject to O3A's review and approval.

Right to Reject or Negotiate:

O3A reserves the right to reject any or all proposals. O3A may withdraw this RFP at any time and for any reason without liability to the applicant for damages including, but not limited to, bid preparation costs.

Additionally, O3A reserves the right to negotiate with the applicant and may request additional information or modification. When deemed advisable, and before a contract is issued, O3A reserves the right to arrange an on-site visit/review to determine the applicant's ability to meet the terms and conditions of the RFP. O3A reserves the right, with or without cause, in accordance with the contract, to cancel any contract resulting from this RFP.

2. Applicants Conference

Applicants are encouraged to attend the O3A RFP Zoom conference to be held on Friday, January 31st, 10:00 am to 11:00 am. To participate in the meeting, click on the following link:

<https://us02web.zoom.us/j/4396804534?omn=87825481078>

3. Contract Award and Notification to Selected Proposers

Decisions regarding contract awards for services solicited by this request will be made via email. Contracts become effective on the date signed by the O3A representative unless another date is specified in the contract.

If a contract is awarded, O3A will reimburse for the following:

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1. Direct operating expenses to include mileage at the current IRS rate; staff salaries and benefits; approved supplies; and any additional negotiated items, such as a per-event fee.
2. An administrative fee based on 10% of direct expenses.

Contracted providers are expected to provide services in advance of invoicing for reimbursement. Monthly invoicing for contracted providers is required following a schedule established by O3A for each contract year. Contracted providers are required to utilize a billing format developed by O3A and must ensure each invoice is accompanied by all required documentation as determined by O3A.

D: SCORING AND RATING CRITERIA

1. Proposal Narrative Responses and Rating Criteria

An Allocations Committee, designated by O3A's Advisory Board, will be responsible for the review and evaluation of all applications and the development of recommendations to be presented through the Advisory Board to O3A's Council of Governments.

When evaluating proposals, O3A may consider the applicant's performance related to previous contracts that might have been held with O3A and other entities.

2. Scoring

O3A staff will conduct an initial review to ensure that proposals meet eligibility and submittal requirements outlined in the RFP.

O3A Advisory Board's Allocation Committee will score the responses based on the applicant's response by means of the rating criteria, up to the maximum number of points for that section.

The Allocations Committee will make recommendations to the O3A Advisory Council to consider. The O3A Advisory Council will then submit recommendations to the O3A Council of Governments for their review and approval.

The Allocations Committee and O3A Council of Governments may, in each of their sole discretion, reopen the solicitation, ask additional questions, or decide not to contract with any proposer that responded to the solicitation.

Unacceptable Proposals:

O3A will not consider any proposal submitted that:

- Does not address the essential requirements of this RFP; or

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- Does not include the required original signed Cover Page and Acknowledgement of Required Assurances document.

3. Grievance/Right to Appeal Process

A proposer is any legal entity that has responded to a formal solicitation by the O3A (O3A), including Request for Proposals (RFP), Request for Qualifications (RFQ), bid requests, notice of funding availability (or similar formal procurement processes) for the provision of defined services under the O3A Area Plan approved by the Aging and Long-Term Support Administration (AL TSA).

1. O3A will notify all proposers in writing of the acceptance or rejection of the proposal, and, if appropriate, the level of funding to be allocated. Within thirty (30) working days from the date of written notification, a proposer whose application has been denied may submit a written appeal to the Executive Director of O3A addressed as follows:

Executive Director
Olympic Area Agency on Aging
2200 West Sims Way, Unit 100
Port Townsend, WA 98368

2. Appeals must be based on the documentation that was previously submitted as part of the RFP. No new documentation may be included in the appeal. The basis for the appeal must address one or more of the following criteria:
 - A. Violation of policies or guidelines established in the RFP.
 - B. Failure to adhere to published criteria and/or procedures.
3. The Executive Director will set a date for hearing the appeal within forty-five (45) days of receipt of the written appeal. The appeal will be scheduled to be heard by a quorum of the O3A's governing body, the Council of Governments (COG).
4. Written notice of the hearing date will be provided to all parties required to participate in the hearing at least ten (10) days prior to the hearing date.
5. A written decision of the COG will be issued to all parties within fifteen (15) days after the hearing. This decision is final.
6. O3A will notify AL TSA of any appeals received and final decisions within ten (10) days of receiving the appeal or written notification of the decision.



Olympic Area Agency on Aging Mobile Services RFP

Attachment A: Application Cover Sheet

<p>1. Please identify which county(ies) you are proposing to provide services in:</p> <p> <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific </p>	<p>Please identify which service(s) you are proposing:</p> <p><input type="checkbox"/> Food distribution and written materials only to direct service providers</p> <p><input type="checkbox"/> Food distribution and resource connection at public-facing events</p>
2. Legal Name:	
3. Street Address:	
4. Mailing Address:	
5. Website Address (if applicable):	
6. Executive Officer: Title:	Phone:
	E-Mail:
7. Primary Contact Person: Title:	Phone:
	E-Mail:
8. Type Of Organization:	
<input type="checkbox"/> Public Corporation, Commission or other Authority under Washington Law OR	
<input type="checkbox"/> Non-Profit 501(c)3	
<input type="checkbox"/> Other (specify)	
9. Taxpayer Identification Number:	
10. Washington State Unified Business Identifier (UBI) Number:	
11. UEI Number:	
12. Litigation: Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the Proposer, as applicable or write "none."	
Attach additional pages if necessary.	

13. Suspension & Debarment: Indicate the extent, if any, to which the firm, association or corporation or any person in a controlling capacity or any position involving the administration of federal, state or local funds is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct within the past three (3) years or write "none."

Attach additional pages if necessary.

14. References: Provide at least 2 professional references for similar projects performed for any clients within the last 5 years.

	Reference #1	Reference #2
Name		
Street Address		
City, State, ZIP		
Email		
Phone		

O3A may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. Agency may use references to obtain additional information, break tie scores, or verify any information needed. Agency may contact any reference (submitted or not) to verify Proposer's qualifications.

15. To complete your proposal, you must provide following documents:

- Proposal Cover Sheet (Attachment A)
- Proposal Narrative - One for each Service Area requested. (Editable Version Attachment B)
- Workbook – One for each Service Area requested. (Attachment C)
- Pre-Award Risk Assessment. (Attachment D)

ACKNOWLEDGEMENT OF REQUIRED ASSURANCES

This page must be signed and submitted with the proposal. Proposals that do not contain a signed Acknowledgement of Required Assurances are ineligible for consideration.

By submitting the accompanying proposal, and by my signature on this document, I understand and agree that any contract resulting from this solicitation will require compliance with the requirements of the contract, and with the statutes, regulations, requirements, and policies identified below, including but not limited to:

- Compliance with federal and state laws requiring the safeguarding and disclosure of confidential information.
- Purchase of comprehensive liability insurance as required O3A.
- Completion and subsequent renewal of background checks for all employees, volunteers, or interns who will or may have unsupervised contact with participants.
- Maintaining program and financial records for audit review, and providing access to documentation upon request by O3A.
- Submission of program and financial reports, as required by the O3A.
- Certification that the firm, association or corporation or any person in a controlling capacity or any

position involving the administration of federal, state or local funds is not currently under suspension, debarment, voluntary exclusion, or a determination of ineligibility by any agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does not have a proposed debarment pending; has not been indicted, convicted or has not had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.

- Certification that any licensed individual providing services has not had their license denied, revoked or suspended in the past three (3) years.
- [U.S. Code Title 42, Chapter 35 Older Americans Act as amended in 2006 \(Public Law 109-365\)](#);
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352);
- [U.S. Department of Health and Human Services Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#); and
- Any DSHS / ALTSA or O3A policies, procedures or additional requirements that may be developed for ongoing program management.

Organization:
Printed Name and Title:
Signature:
Date:



Olympic Area Agency on Aging Mobile Services RFP

Attachment B: Mobile Services Program Narrative

Applicant:	Contact Name:
<p>Please identify which county(ies) you are proposing to provide services in:</p> <p> <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific </p> <p>Please identify which service(s) you are proposing:</p> <p> <input type="checkbox"/> Food distribution and written materials only to direct service providers <input type="checkbox"/> Food distribution and resource connection at public-facing events </p> <p>Total Points: 100 Score:</p>	

The following questions cover the main aspects of the delivery of the above proposed services. Please include examples of any forms or systems you plan to use to meet service requirements. Where applicable, please provide information broken down by County.

Food Provision, Storage, and Distribution: 30 Points

1. Service Objectives

- a. State the proposed number of shelf-stable foods, fresh, refrigerated and/or frozen protein items to be provided per individual
- b. Total number of individuals to be served monthly
- c. The number of proposed locations in each county you intend to serve and the proposed frequency if to be served more than once per month

2. Program Design

- a. Provide the location of each proposed mobile event site (food and written materials drop only and public-facing events, if applicable) and the rationale for selecting each location, including how this will best serve the target populations.
- b. Provide the following estimated features of each site:

- Hours of service per location
- Whether location is drop-off only or a public-facing distribution and resource connection event
- The proposed average number of individuals to be served per site
- Description of site accessibility if public-facing event is to be held
- Explanation of how you assess a site's accessibility, if applicable (public-facing events only)

3. Food and supply storage

- Explain how you will source the food, including whether the source is a regular, ongoing source or a one-time or occasional source.
- Verify that the sources do not require client documentation (e.g., proof of age, income, or citizenship).
- Describe the storage space for all food items (shelf-stable, refrigerated, frozen, and fresh), including the approximate capacity to store each. Describe the storage space for additional supplies (COVID testing and mitigation supplies, cold weather gear, hygiene kits, etc.).
- Describe how you will ensure and monitor safety and hygiene regarding food storage, including safe storage in transit and while at event sites if public-facing events are held.

4. Provision of Service

Describe your policies and/or procedures for the following:

- Food, supplies, and informational resources count tracking
- Quality assurance and determination of client satisfaction
- Client grievance mechanism and how clients are informed about the grievance procedure
- Emergency protocols and procedures for volunteers and staff members
- Client voluntary donation towards the cost
- Denial of service due to client behavior

Rating Criteria:

- Applicant presents thorough description of how they will administer the program to geographically reach target audiences, which includes an understanding of the service provisions and evidence for likely success.
- Applicant demonstrates strong understanding of safe food storage and transport.
- Applicant has adequate stable sources of food for distribution, and those sources do not require eligibility criteria. The mobile services program is a low-barrier program that does not require documentation from clients.

A. Vehicle(s): 20 Points

1. Service Objectives

- a. Describe the vehicle(s) you would be using to provide services, including storage capacity.

2. Program Design

Describe the following features of the program:

- a. Your back-up plan if a vehicle(s) are out of service.
- b. Age and condition of the vehicle(s) to be used.
- c. Anticipated monthly mileage.

Rating Criteria:

- Applicant presents thorough description of available vehicle(s) that are appropriate for the intended program.
- Applicant has a back-up plan to provide services if a vehicle(s) are out of service.

B. Creating, Maintaining, and Leveraging Community Partnerships: 20 Points

1. Describe the partnerships you currently have that will provide food, supplies, and in-person resource connection if applicable.
2. Describe any partnerships you currently have with potential service sites.
3. Describe how you will develop new partnerships if needed with proposed service sites.
4. Describe how you will continue to develop new partnerships that benefit mobile service clients.

Rating Criteria: Applicant clearly demonstrates existing partnerships and the ability to develop new ones as needed to provide the best services possible for mobile service clients.

C. Outreach: 15 Points

1. If you will be providing public-facing events: Describe how you will ensure that target populations in each proposed area and beyond are made aware of services, including a schedule of planned events.
1. Describe outreach for other aging network service providers in the community.
2. Provide information about your website, social media, newsletters and/or other means your agency uses to provide information to the public.

3. Describe the process you would use to make services understandable and available to all community members, including those who may not speak/read English.

D. Target Populations: 15 Points (Sections D-G)

O3A is committed to prioritizing services for persons with the highest economic and social needs. Target populations include older adults, adults with disabilities, and family caregivers, especially those with the following characteristics:

- Low income;
- Ethnic or cultural minorities, including tribal elders and individuals with limited English proficiency; and
- Rural residents.

1. Describe policies/procedures for reaching and serving clients who have the targeted characteristic indicators listed above.
2. Service provision is often limited by program funding and other logistical concerns. Given those limitations, describe how you will establish priorities and implement a prioritization plan to serve the most people with the highest levels of need in each county you propose to serve.

F. Client Confidentiality

It is essential that clients receiving services be assured their personal information is kept confidential. *(Note: the mobile service program does not collect personal information, but provider may inadvertently receive such information in the course of providing services.)*

1. Describe procedures that will be used to ensure that client confidentiality will be maintained if personal information is shared.
2. Describe procedures for securing any personal client data, including paper and electronic data, and for securely destroying such data if provider inadvertently comes into possession of it.

G. Client Donations

1. Describe how clients will be informed of their voluntary opportunity to contribute to the cost of service.
2. Describe how any donations will be collected and how the privacy and confidentiality of each participant's donation will be ensured.
3. Describe the procedures for handling, counting and depositing any cash donations.

Rating Criteria, Sections D – G:

- Applicant clearly describes their plan for marketing and outreach to older adults including the priority and focus population and to relevant service providers.
- Applicant demonstrates capability of client confidentiality and client donation procedures.



Olympic Area Agency on Aging Mobile Services RFP

Attachment C: Agency/Organization Capacity – Response Outline

Applicant:	Contact Name:
<p>Please identify which county(ies) you are proposing to provide services in:</p> <p> <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific </p> <p>Please identify which service(s) you are proposing:</p> <p> <input type="checkbox"/> Food distribution and written materials only to direct service providers <input type="checkbox"/> Food distribution and resource connection at public-facing events </p> <p>Total Points Possible: 60 Score:</p>	

The following questions are to determine your organization’s capacity for the success of the above proposed services. Please include examples of any forms or systems you plan to use to meet service requirements.

A. Agency Capacity: 40 Points

1. Describe your organization’s experience providing this or comparable services. Include an estimate of how many participants you have served and at what locations.
2. If the proposal includes collaborations and/or partnerships, name the partners and their roles to ensure the success of the program. You are encouraged to provide letters of support from any partner providing key program elements (e.g., food provision or delivery, donations of other supplies for distribution, outreach and other supportive services if applicable).

Cultural Competence:

3. What is your organization’s experience with successes and challenges in providing services to people from diverse cultural and economic backgrounds? How do you propose to support tribal nations in your area of service?

Staffing:

4. Describe your staffing plan to ensure the success of the program, including any volunteers if applicable.
5. Describe your staff and volunteer training, supervision and retention for the proposed program.
6. Describe procedures for conducting and documenting criminal history background checks for staff and volunteers, and ensuring they are completed every two years, if you will be providing public-facing services.

Data:

7. Describe your organization's experience with data management – collecting, storing, and analyzing program information and activities for maximum program efficiency.

Financial Management

8. Describe your financial management system. How do you establish and maintain generally accepted accounting principles to ensure adequate administrative and accounting procedures and internal controls necessary to safeguard all funds that may be awarded under the terms of the RFP? Entities without such capabilities may wish to have an established agency act as fiscal agent.

Rating Criteria:

- Applicant shows experience to ensure the success of a mobile services program.
- Applicant demonstrates a staffing pattern to ensure the success of a mobile services program, including the warehousing and distribution of a large quantity of food and supplies, to proposed locations on a regular basis.
- Applicant is capable of data management.
- Applicant describes their financial management system and how they establish and maintain GAAP to ensure reliable administrative and accounting procedures.

B. Coordination: 20 Points

Coordination among service providers is critical to serving clients, particularly those with the highest social and economic need, and is essential in maximizing the benefits to persons. Furthermore, referral of clients to the Information and Assistance/Case Management Program is required, subject to the client's consent, for those who request additional information and assistance.

1. Describe plans for coordinating services with other agencies in the community providing services to older adults, adults with disabilities, and those who meet other criteria for the highest social and economic need, and the desired result of your coordination efforts. As appropriate, explain what referral mechanisms and agreements will be developed, whether there will be co-location of

services, referrals, regular meetings, etc. At a minimum, the proposal should address coordination with:

- a. Senior Information and Assistance/Case Management Program;
- b. Senior and community centers;
- c. Other social service providers; and
- d. Tribal nations in the region.

Rating Criteria: Applicant describes collaborations that benefit the health and wellbeing of participants across agencies.
--

MOBILE SERVICES WORKBOOK

Applicant Name: (complete below)

--

Proposed Service Areas: (put an X in each county you propose serving)

Clallam	
Grays Harbor	
Jefferson	
Pacific	

This Workbook is a tool to help you describe your program delivery, identify your revenues, and calculate your costs. Enter information into the **green-filled cells**, and then the information will import into different sections of the workbook. Or you can print it out and complete it by hand.

All applicants must complete the green-filled cells in each of the attached sheets:

- 1. Mobile Services**
- 2. Budget**
- 3. Employee Costs**

Projected Mobile Services for 2024-2025

	Clallam	Grays Harbor	Jefferson	Pacific	Totals
Number of clients to be served per month <i>(fill in)</i>	0	0	0	0	0
Number of monthly events--drop off and/or public facing <i>(fill in)</i>	0	0	0	0	0
Number of miles driven <i>(fill in - total used to calculate totals from mileage reimbursement)</i>	0	0	0	0	0

Assumptions or other notes (write in):

BUDGET PROGRAM WORKBOOK

Mobile Services RFP - 2025 Estimated Budget		
Item		
REVENUES		
Grants <i>(fill in)</i>		
In-kind donations - estimated value of food and other items <i>(fill in)</i>		
Other revenues if any - please specify <i>(fill in)</i>		
O3A contract funding requested <i>(fill in)</i>		
TOTAL REVENUES		\$ -
EXPENSES		
Employee costs (Imported from Employee Worksheet)		\$ -
Mileage Reimbursement (currently \$.7/mile; imported from Mobile Services)	\$ 0.70	\$ -
Supplies <i>(fill in)</i>		
Per-event fee <i>(fill in)</i>		
Other - please specify: <i>(fill in)</i>		
SUBTOTAL EXPENSES		\$ -
Administrative fee (up to 10% of O3A reimbursable funding)		\$ -
TOTAL EXPENSES		\$ -

Explanatory Notes

Please Note: 1. O3A funding request includes up to 10% administrative fee, 90% for direct reimbursable expenses. 2. Contract funding will be provided on a reimbursement basis. Programs will not be funded to a net positive or "profit" level.

Assumptions and notes (list below) - include anticipated volunteer hours, if any

Estimated Employee Expenses 2025

Note: Only include employee costs directly related to planning and execution of drop-off and/or public facing events. Administrative staff expenses are included in the 10% admin fee.

Position Title and Description <i>(List Below)</i>	Employee Costs (Salary + Benefits) <i>(List Below)</i>	FTE* <i>(List Below)</i>	Employee Costs
	\$0.00	0%	\$ -
	\$0.00	0%	\$ -
	\$0.00	0%	\$ -
	\$0.00	0%	\$ -
	\$0.00	0%	\$ -
		Totals:	\$ -

* FTE = Full Time Equivalency

Assumptions - Optional *(list below)* :



Olympic Area Agency on Aging Mobile Services RFP

Attachment E: List of Additional RFP Documents Required

Applicant:	Contact Name:
<p>Please identify which county(ies) you are proposing to provide services in:</p> <p> <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific </p> <p>Please identify which service(s) you are proposing:</p> <p> <input type="checkbox"/> Food distribution and written materials only <input type="checkbox"/> Food distribution and resource connection at public-facing events </p>	

The following documents are required to be submitted with your proposal. Failure to provide any additional information listed below may result in the rejection of your proposal:

1. Agency Organization Chart
2. Copy of most recent financial audit report
3. Proof of a current Washington State Business License
4. Proof of Current Liability Insurance
5. A copy of applicant's Grievance policy or statement
6. Copy or description of applicant's ability to provide services during a disaster or emergency

F Pre-Award Risk Assessment – Attachment F

Please answer all questions if applicable and provide comments where directed. Pre-Award Risk Assessments are governed by the Code of Federal Regulations – 2 CFR Part 200.

Financial Stability	Yes	No	N/A	Comments (Explanation of answer/ response)
<p>1. Has the organization had changes to key staff or positions in the past twelve (12) months? If yes, explain all changes in the Comments field.</p> <p>Examples of changes to key staff would include the Executive Director, Program Supervisor, and Fiscal Manager.</p>				
<p>2. Has the organization had changes to business systems in the past twelve (12) months?</p> <p>If yes, briefly describe the previous system and the new system, and explain why this change was made.</p>				
History of Performance	Yes	No	N/A	Comments (Explanation of answer/ response)
<p>1. Does the organization have experience managing grant funds, loans, or other types of financial assistance?</p>				
<p>2. Has the organization been awarded federal funds within the last three (3) years? If yes, list the awarding agencies, pass-through entities, and the dollar value of award(s) by year.</p>				
Audit Reports and Findings	Yes	No	N/A	Comments (Explanation of answer/ response)
<p>1. Did the organization expend \$750,000 or more in federal funds in any one of the past three (3) fiscal years?</p> <p>If yes, list the type of federal funds expended and total amount of expenditures by year.</p>				
<p>2. Does the organization anticipate expending \$750,000 or more in federal grant funds in the next twelve (12) months?</p> <p>If yes, list the type of federal funds and total amount of anticipated expenditures.</p>				

<p>3. Has the organization had any type of independent audit within the past three years?</p> <p>If yes, provide the name of the auditor/firm(s) and date(s) of the audit(s).</p>				
<p>4. List any findings received as a result of the audit(s) described in response to #3, above. If findings were noted, please also attach a copy of the audit report.</p>				

Prepared by:
For (Name of Organization):
Date Completed:

Exhibit 1 – USDA – Food Safety

<https://www.fsis.usda.gov/food-safety/safe-food-handling-and-preparation/food-safety-basics/steps-keep-food-safe>

Olympic Area Agency on Aging

Attachment A - General Terms and Conditions

1. **Amendment.** This Contract, 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. **Amendment to obligate additional funds.** If an amendment must be processed to distribute federal or state funds to the Agency or the Contractor and the funds must be obligated in a short timeframe, Agency and the Contractor prospectively agree to the terms of the federal or state fund distribution amendment, which shall be limited to only adding funds. The designated point-of-contact shall also email acceptance of the amendment no later than the amendment start date.
3. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the O3A Executive Director (or designee) and the written assumption of the Contractor's obligations by the third party.
4. **Background Checks.** The Contractor must assure that background checks re conducted on any employee or volunteer who will have unsupervised contact with vulnerable clients as required by law. Background checks must be repeated every two (2) years after the initial check. Background checks must be conducted through Washington State Patrol's Washington Access to Criminal History (WATCH) system or a National Association of Background Screeners accredited company.
5. **Client Abuse.** The Contractor shall report all instances of suspected Client abuse to DSHS, in accordance with RCW 74.34.
6. **Client Grievance.** The Contractor shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the Contractor or any subcontractor(s) related to service delivery. Clients receiving Medicaid funded services must be informed of their right to a fair hearing regarding service eligibility specified in WAC 388-02 and under the provisions of the Administrative Procedures Act, Chapter 34.05 RCW.
7. **Compliance with Applicable Law and Washington State Requirements.**
 - a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
 - b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

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

- c. **Nondiscrimination.**
- (1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify O3A if, during the term of this Contract, Contractor does not comply with this certification. O3A may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.
8. **Confidentiality.** The Contractor shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. 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 Contractor shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by O3A, or appropriate state or federal agencies. ***This paragraph is not applicable in contracts with Indian Nations.***
9. **Contractor Certification Regarding Ethics.** By signing this Contract, 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 Contract. *For O3A SLAC Program Panel Attorneys:* By signing this Contract, the Contractor certifies that the Contractor is in compliance with Chapter 2.48 RCW and shall comply with Chapter 2.48 RCW throughout the term of this Contract.
10. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the Contractor's duty to provide services under this Contract.
11. **Drug-Free Workplace.** The Contractor shall maintain a work place free from alcohol and drug abuse.
12. **Insurance.** Insurance requirements are included in a separate attachment.
13. **Disputes.** In the event of a dispute between the O3A and the Contractor, every effort shall be made to resolve the dispute informally and at the lowest level. O3A's Proposer / Subcontractor Appeals and Grievance Process will guide local level dispute resolution. If a dispute cannot be resolved informally, then it

shall be resolved as described in the Aging & Long-Term Support Administration AAA Policies and Procedures Manual.

14. **Entire Contract.** This Contract including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind the parties.
15. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Jefferson County.
16. **Independent Contractor.** The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the O3A, DSHS or the State of Washington. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the O3A, DSHS or the State of Washington by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee. For contracts with Indian Nations, the Indian Nation shall indemnify and hold harmless O3A, DSHS, and the State of Washington from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Indian Nation or its employees.
17. **Inspection.** The Contractor shall, at no cost, provide O3A, DSHS, the State of Washington and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and Client records, wherever located. These inspection rights are intended to allow O3A, DSHS, the State of Washington and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
18. **Maintenance of Records.** During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
 - a. Document performance of all acts required by law, regulation, or this Contract;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the O3A and/or DSHS and all expenditures made by the Contractor to perform as required by this Contract;
 - c. For Health Homes contracts, the period shall be ten (10) years.

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.
19. **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. ***This paragraph only applies to Title XIX funded contracts.***
20. **Order of Precedence.** In the event of an inconsistency in this Contract, 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. AL TSA Management Bulletins and policy manuals;
- d. This Contract; and
- e. The O3A's Area Plan.

21. Ownership of Client Assets. The Contractor shall ensure that any Client for whom the Contractor or Subcontractor is providing services under this Contract shall have unrestricted access to the Client's personal property. For purposes of this Section, 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 Contract, the Contractor or Subcontractor shall immediately release to the Client and/or the O3A all of the Client's personal property. ***This paragraph is not applicable in contracts with Indian Nations.***

22. Ownership of Material. Material created by the Contractor and paid for by the O3A as a part of this Contract shall be owned by the O3A 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 Contract but is not created for or paid for by the O3A is owned by the Contractor and is not "work made for hire"; however, the O3A shall have a license of perpetual duration to use, modify, and distribute this material at no charge to the O3A, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license. ***This paragraph is not applicable in contracts with Indian Nations.***

23. 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 Contract 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 Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A. 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 Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A. 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.

24. Ownership of Real Property, Equipment and Supplies Purchased by the O3A. Title to property, equipment and supplies purchased by the O3A and provided to the Contractor to carry out the activities of this Contract shall remain with the O3A. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A.

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

25. Indemnification and Hold Harmless.

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold O3A, DSHS, and the State of Washington harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the

Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.

- b. The Contractor's duty to indemnify, defend, and hold O3A, DSHS, and the State of Washington harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include O3A's and the State's personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless O3A, DSHS, and the State of Washington and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

26. 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.

27. Severability. If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

28. Subcontracting.

- a. The Contractor may, without further notice to the O3A, subcontract only for those services specifically defined in the Statement of Work of this Contract as being allowed to be subcontracted.
- b. The Contractor must obtain prior written approval from the O3A to subcontract for services not specifically designated as allowed to be subcontracted in the Statement of Work of this Contract.
- c. 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 Contract are included in any and all Subcontracts.
- d. Contractors are prohibited from subcontracting for direct client services without the prior written approval from the O3A unless specifically allowed in the Statement of Work of this Contract.
- e. 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.
- f. 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 the O3A that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a fair hearing in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.

- g. If the O3A, 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, then the O3A 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 liability, the O3A 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 the O3A and the Contractor. This term shall not apply in the event of a settlement by either the O3A or the Contractor.
- h. Any subcontract shall designate subcontractor as the Contractor's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for Business Associate contract. Contractor shall ensure that all client records and other PHI in possession of subcontractor are returned to Contractor at the termination or expiration of the subcontract.

29. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Contract, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title IX of the Education Amendments of 1972, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from 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 O3A contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by the O3A, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, O3A may require the Contractor to reimburse O3A in accordance with 2 CFR Part 200.
- (1) For any identified overpayment involving a subcontract between the Contractor and a Tribe, O3A agrees it will not seek reimbursement from the Contractor, if the identified overpayment was not due to any failure by the Contractor.

30. Survivability. The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration or termination of the particular Contract shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

31. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds O3A relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract:

- a. At O3A's discretion, the Contract may be renegotiated under the revised funding conditions.

At O3A's discretion, O3A may give notice to Contractor to suspend performance when O3A determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When O3A determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to O3A informing O3A 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 O3A and an acceptable date cannot be negotiated, O3A may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. O3A shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- b. O3A may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. O3A shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of

termination. No penalty shall accrue to O3A in the event the termination option in this Section is exercised.

32. Termination for Convenience. The O3A may terminate this Contract or any in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days written notice. The Contractor may terminate this Contract for convenience by giving the O3A at least thirty (30) calendar days written notice addressed to: Olympic Area Agency on Aging, ATTN: Contracts Manager, 2200 West Sims Way, Port Townsend, WA 98368.

33. Termination for Default.

- a. The O3A may terminate this Contract for default, in whole or in part, by written notice to the Contractor, if the O3A has a reasonable basis to believe that the Contractor has:
 - (1) Failed to meet or maintain any requirement for contracting with the O3A;
 - (2) Failed to perform under any provision of this Contract;
 - (3) Negligently failed to ensure the health or safety of any client for whom services are being provided under any contract;
 - (4) Violated any law, regulation, rule, or ordinance applicable to this Contract; or
 - (5) Otherwise breached any provision or condition of this Contract.
- b. Before the O3A may terminate this Contract for default, the O3A shall provide the Contractor with written notice of the Contractor's noncompliance with the Contract 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, the O3A may then terminate the Contract. The O3A may terminate the Contract for default without such written notice and without opportunity for correction if the O3A has a reasonable basis to believe that a Client's health, safety or financial wellbeing is in jeopardy.
- c. The Contractor may terminate this Contract for default, in whole or in part, by written notice to the O3A, if the Contractor has a reasonable basis to believe that the O3A has:
 - (1) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (2) Failed to perform under any provision of this Contract;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Contract; or
 - (4) Otherwise breached any provision or condition of this Contract.
- d. Before the Contractor may terminate this Contract for default, the Contractor shall provide the O3A with written notice of the O3A's noncompliance with the Contract and provide the O3A a reasonable opportunity to correct the O3A's noncompliance. If the O3A does not correct the O3A's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Contract.

- 34. Termination Procedure.** The following provisions apply in the event this Contract is terminated:
- a. The Contractor shall cease to perform any services required by this Contract 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 O3A contact person (or to his or her successor) listed on the first page this Contract, all O3A assets (property) in the Contractor's possession, including any material created under this Contract. Upon failure to return the O3A's property within ten (10) working days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps protect and preserve any property of the O3A that is in the possession of the Contractor pending return to the O3A.
 - c. The O3A shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. The O3A may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the O3A.
 - d. If the O3A terminates this Contract for default, the O3A may withhold a sum from the final payment to the Contractor that the O3A determines is necessary to protect the O3A against loss or additional liability.
 - e. The rights and remedies provided to O3A in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.
- 35. Treatment of Client Property.** Unless otherwise provided in the applicable Contract, the Contractor shall ensure that any adult Client receiving services from the Contractor under this Contract 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 Contract, 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). ***This paragraph is not applicable in contracts with Indian Nations.***
- 36. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless the Contract is specifically amended. Only the Executive Director or designee has the authority to waive any term or condition of this Contract on behalf of the O3A. Only the Contractor's official designee has the authority to waive any term or condition of this Agreement on behalf of the Contractor.
- 37. Taxes.**
- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. O3A will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. O3A, as an agency of Washington State government, is exempt from property tax.

- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, O3A shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
 - c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.
- 38. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health, safety and financial wellbeing of any Client with whom the Contractor has contact.
- 39. State or Federal Audit Requests.** The Contractor is required to respond to O3A, 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 O3A, state or federal agency staff or their designees.
- 40. Whistleblower & Recognition of Same-Sex Marriage.** Per grant requirements, Contractor shall adhere to the following in carrying out requirements of this Contract:
- a. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
 - (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101.
 - b. Recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. **United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC §7.**

Olympic Area Agency on Aging (O3A)

ATTACHMENT __

INSURANCE REQUIREMENTS

The Contractor shall at all times comply with the following insurance requirements.

1. **General Liability Insurance.**

Required by O3A Not Required by O3A

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The Olympic Area Agency on Aging (O3A), its elected and appointed officials, agents, and employees of the state and the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

Special Terms and Conditions

2. Business Automobile Liability Insurance

Required by O3A Not Required by O3A

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident, combined single limit. The Contractor's carrier shall provide O3A with a waiver of subrogation or name O3A as an additional insured.

3. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The O3A, State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

4. Employees and Volunteers

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

5. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

6. Professional Liability Insurance

Required by O3A Not Required by O3A

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$1,000,000.

7. Area Agency on Aging (AAA)

In all instances where DSHS is required to be named as an additional insured or provided a waiver of subrogation, or provided notice of cancellation or renewal, O3A shall also be named as an additional insured, or provided waiver of subrogation, or provided notice of cancellation or renewal, as the case may be.

8. Separation of Insured's

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

9. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

10. Evidence of Coverage

The Contractor shall upon request by the O3A point of contact submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Olympic Area Agency on Aging, the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

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

11. Material Changes

The insurer shall give the O3A point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give O3A 10 days advance written notice of cancellation.

12. General

By requiring insurance, the O3A, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

13. Waiver

The Contractor waives all rights, claims and causes of action against the O3A, State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

Older Americans Act funding is intended to identify and serve the entire community of older individuals, with particular focus on the following categories:

- A. Older individuals residing in rural areas.
- B. Older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas). The term “greatest economic need” means the need resulting from an income level at or below the [federal poverty guidelines](#) (FPL). 2019 FPL is \$12,140 per year for an individual living alone, and \$16,460 per year for a two-person household.
- C. Older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas). The term “greatest social need” means the need caused by non-economic factors, which include:
 - 1. Older individuals with limited English proficiency (LEP)
 - 2. Cultural, social, or geographical isolation, including isolation caused by racial, ethnic, and/or sexual orientation status that results in any one or more of the following:
 - a. restricted ability of an individual to access services
 - b. restricted ability of an individual to live independently
 - c. threatened capacity of the individual to live independently
 - 3. Older individuals with severe disabilities
 - 4. Older individuals with dementia and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals)
 - 5. Older individual at risk for institutional placement, which means the individual is unable to perform at least 2 activities of daily living without substantial assistance (including verbal reminding, physical cuing, or supervision); and/or meets institutional level of care criteria
 - 6. Older individuals providing care to individuals with severe disabilities, including children with severe disabilities