



CONTRACT AGREEMENT
Behavioral Health Services
Program: MH Outpatient, Crisis, and
SUD Outpatient

This Agreement is by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, by and between **SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH ORGANIZATION, (SCRBHO), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT (CSHCD)**, (hereinafter "SCRBHO"), and Contractor (hereinafter "Contractor") identified below and jointly referred to, as the "Parties" in the manner set forth herein.

CONTRACTOR INFORMATION:

Contractor Name: Pend Oreille County Counseling Services
Contractor Address: PO Box 5055, Newport WA 99156
Contractor Contact: Annabelle Payne Phone: (509) 447 - 5651 Fax: (509) 447 - 2671
Contractor E-Mail: apayne@pendoreille.org

SCRBHO INFORMATION:

Division: Spokane County Community Services Housing and Community Development Department
Contact: Suzie McDaniel E-Mail: smcdaniel@spokanecounty.org
Address: 312 W. 8th Avenue, Spokane WA 99204
Phone: (509) 477-4510 Fax: (509) 477-6827

Additional Contacts:

Division: Spokane County Community Services Housing and Community Development Department
Contact: Christine Barada E-Mail: cbarada@spokanecounty.org
Address: 312 W. 8th Avenue, Spokane WA 99204
Phone: (509) 477-7561 Fax: (509) 477-6827

AGREEMENT START DATE: 04/01/16 **AGREEMENT END DATE:** 06/30/17

FUNDING:

Source: Medicaid Funds	Amount: \$1,931,295.00
Source: Non-Medicaid Funds	Amount: \$ 275,745.00
Source: Criminal Justice Treatment Account (CJTA) Funds	Amount: \$ 9,060.00
Total Funding: \$2,216,100.00	

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings and communications, oral or otherwise regarding the subject matter for this Agreement between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on CSHCD only upon signature by Spokane County.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE
	Annabelle S. Payne Director	3-29-2016

PASSED AND ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
 OF SPOKANE COUNTY, WASHINGTON

Date: _____

By: _____
 Gerry Gemmill, Chief Executive Officer
 (Pursuant to Resolution No. 2016-_____)

Behavioral Health Services Agreement

1. TERM OF AGREEMENT	5
2. STATEMENT OF WORK.....	6
3. CONFIDENTIALITY.....	6
4. HIPAA COMPLIANCE.....	9
5. INCIDENT REPORTING.....	15
6. MEDIA CONTACT.....	19
7. ENROLLMENT.....	19
8. INFORMATION REQUIREMENTS	19
9. FUNDING.....	21
10. ACCESS TO CARE.....	28
11. UTILIZATION MANAGMENT	32
12. CARE MANAGEMENT.....	37
13. QUALITY MANAGEMENT	41
14. SUBCONTRACTS.....	45
15. INDIVIDUAL RIGHTS AND PROTECTIONS.....	50
16. MANAGEMENT INFORMATION SYSTEM (BEHAVIORAL HEALTH DATA MANAGEMENT).....	54
17. GRIEVANCE SYSTEM.....	57
18. PROGRAM INTEGRITY.....	66
19. REPORTING REQUIREMENTS	75
20. BENEFITS.....	76
21. COMMUNITY COORDINATION.....	80
22. TRIBAL RELATIONSHIPS.....	82
23. INSURANCE AND INDEMNITY	82
24. REMEDIAL ACTIONS.....	85
25. NOTICE.....	87

26. GENERAL TERMS AND CONDITIONS	87
27. SPECIAL TERMS AND CONDITIONS	100

Exhibits

Exhibit A – Definitions

Exhibit B – Scope of Work

Exhibit C – Assurances and Representations

Exhibit D – Audit Requirement

Exhibit E – Workman's Compensation

Exhibit F – Federally Qualified Healthcare Center

Exhibit G – Performance Expectations

Exhibit H – Funding Schedule

Exhibit I – Qualified Service Organization Agreement

Exhibit J – Compact Disc Documents = PIHP Contract No. 1669-58007 and all amendments; State Contract No. 1669-57900 and all amendments; DSHS SABG Contract No. 1669-58053 and all amendments (if Applicable); DSHS/DBHR General Terms and Conditions Contract No. 1684-56856; Fiscal/Program Requirements; DSHS 7.20 Policy; SCRBHO Data Dictionary; Service Encounter Reporting Instructions (SERI); SERI Service Code Matrix; Third Party Quarterly Report; Quarterly Report; ESH Bed Allocation; Data Security Requirements; Access to Care Standards for BHO's; Monthly Contract Compliance Report; SCRBHO Provider Grievance Log; SCRBHO Consent Form for Disclosures; SCRBHO Service Denial Log; SCRBHO Service Denial Tracking Definitions; the Provider Invoice; BHO/ASO USD Residential Authorization Flow; BHO/ASO USD Residential Reauthorization Flow; SUD Monthly Outreach Services Spreadsheet; SCRBHO SUD Inpatient Out of Network Admit; SCRBHO SUD Inpatient Out of Network SAL; SCRBHO SUD Inpatient Out of Network Update Reauthorization Form; and SUD Utilization Management Protocols.

RECITALS

- 1) The Spokane County Regional Behavioral Health Organization (SCRBHO), a division of Spokane County Community Services, Housing, and Community Development Department (CSHCD), has entered into an agreement with the Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR) under the Prepaid Inpatient Health Plan (PIHP) Agreement No. 1669-58007, Exhibit J, and the DSHS/DBHR State Contract (BHSC) Agreement No. 1669-57900, Exhibit J, for the oversight and/or provision of services related to behavioral health;
- 2) The SCRBHO is charged with the implementation of the DSHS/DBHR Agreement;
- 3) Implementation of the DSHS/DBHR Agreement involves entering into an agreement with providers of services as defined in the DSHS/DBHR Agreement; and
- 4) As a subrecipient, the Contractor agrees to provide the services set forth herein, and provide the required reporting of its contractual duties in a manner consistent with this Agreement, the applicable sections of the DBHR/SCRBHO Agreement attached as Exhibit J, and generally accepted practices.
- 5) The purpose of the Agreement is to provide or purchase age, linguistic, and culturally competent community behavioral health services for individuals for whom services are medically necessary and clinically appropriate pursuant to:
 - Code of Federal Regulations (CFR) 42 Part 438, 45 CFR Parts 160, 162 and 164, or any successors DBHR's Federal 1915 (b) Mental Health and Substance Use Disorder (SUD) Waiver, and Medicaid (TXIX) State plan or any successors;
 - Other provisions of Title XIX of the Social Security Act (SSA), or any successors;
 - Revised Code of Washington (RCW) 70.96A, 70.96B, 70.02, 71.05, 71.24, and 71.34, or any successors; and
 - Washington Administrative Code (WAC) 388- 865, 388-877 or any successors.

NOW, THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION, the Parties covenant and agree as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement shall become effective on April 1, 2016, or the date that the Agreement is executed by both Parties, whichever is later. Subject to the terms of this Agreement, the Contractor shall commence providing the services set forth herein on April 1, 2016, or the date that the Agreement is executed by both parties, whichever is later and discontinue said services on June 30, 2017, or upon earlier termination of this Agreement. Unless extended or otherwise earlier terminated this Agreement shall expire without further notice on June 30, 2017.
- 1.2. For the limited purpose of payment for services provided through June 30, 2017 the contract termination date shall be August 31, 2017.
- 1.3. The term of the Agreement may be extended or altered only by a fully executed Amendment, pursuant to the terms of this Agreement.

- 1.4. The SCRBHO shall have no obligation to amend, renew or re-contract with the Contractor, absent both parties fully executing a document evidencing such intent.

2. STATEMENT OF WORK

- 2.1. The services and activities to be performed by the Contractor pursuant to this Agreement shall include:
- 2.1.1. The activities and services described in this Agreement. The Contractor shall furnish the necessary personnel, materials, and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth herein and as attached. Unless otherwise specified, the Contractor shall be responsible for performing or ensuring all fiscal and program responsibilities; and
- 2.1.2. The services and activities described in the Scope of Work, Exhibit B attached hereto and incorporated herein by reference.
- 2.2. Subject to all applicable statutes and/or regulations all services and activities performed pursuant to this Agreement shall comply with the requirements of the Fiscal/Program Requirements (formerly the BARS Manual), Exhibit J, published by the Washington State Auditor, the State of Washington behavioral health system mission statement, value statement and the guiding principles for the system, the Designated Mental Health Professional (DMHP) Protocols or their successors.

3. CONFIDENTIALITY

3.1. Confidentiality

- 3.1.1. The parties shall not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of any Program Agreement for any purpose that is not directly connected with the Contractor's performance of the services contemplated thereunder, except:
- 3.1.1.1. As provided by law; or
- 3.1.1.2. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- 3.1.2. The Contractor and CSHCD shall protect and maintain all Confidential Information gained by reason of this Agreement, against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- 3.1.2.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
- 3.1.2.2. Physically securing any computers, documents, or other media containing the Confidential Information;
- 3.1.2.3. Ensure the security of Confidential Information transmitted via fax by:

- 3.1.2.3.1. Verifying the recipient fax phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 - 3.1.2.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person; and
 - 3.1.2.3.3. Verifying after transmittal that the fax was received by the intended recipient.
- 3.1.3. Upon request by CSHCD, at the end of this Agreement, or when no longer needed, Confidential Information shall be returned to CSHCD or DSHS, or the Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. The Contractor may obtain information regarding approved destruction methods.
- 3.1.4. Paper documents with Confidential Information may be recycled through a contracted firm, provided that the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. Protected Health Information (PHI)) must be destroyed through shredding, pulping, or incineration.
- 3.1.5. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be report to CSHCD within five (5) business days of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by CSHCD, law, or DSHS.
- 3.1.6. The Contractor must have in effect a system to protect individual records from inappropriate disclosure, and the system must:
- 3.1.6.1. Comply with all applicable State and Federal laws and regulations, including 45 CFR Part 2; and
 - 3.1.6.2. Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 3.2. Confidentiality of Personal Information.**
- 3.2.1. The Contractor must protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A. The Contractor must have a process in place to ensure that all components of its provider network and system understand and comply with confidentiality requirements for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement and the State Medicaid Plan. Such purposes include, but are not limited to:
- 3.2.1.1. Establishing eligibility;

- 3.2.1.2. Determining the amount of medical assistance;
 - 3.2.1.3. Providing services for individuals;
 - 3.2.1.4. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan; and
 - 3.2.1.5. Assuring compliance with federal and State laws and regulations, and with terms and requirements of the Agreement.
- 3.2.2. The Contractor must (and requires its subcontractors to) establish and implement procedures consistent with all confidentiality requirements of Health Insurance Portability and Accountability Act (HIPAA) (45 CFR 160, and 45 CFR 164) for medical records and any other health and enrollment information that identifies a particular individual.
- 3.2.3. In the event an individual's picture or personal story will be used, the Contractor shall first obtain written consent from that individual.
- 3.2.4. The Contractor must prevent inappropriate access to confidential data and/or data systems used to hold confidential client information by taking, at a minimum, the following actions:
- 3.2.4.1. Verify the identity or authenticate all of the system's human users before allowing them access to any confidential data or data system capabilities;
 - 3.2.4.2. Authorize all user access to client applications;
 - 3.2.4.3. Protect application data from unauthorized use when at rest;
 - 3.2.4.4. Keep any sensitive data or communications private from unauthorized individuals and programs; and
 - 3.2.4.5. Notify the appropriate the SCRBHO point of contact within five (5) business days whenever an authorized user with access rights leaves employment or has a change of duties such that the user no longer requires access. If the removal of access is emergent, include that information with the notification.
- 3.2.5. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from any DSHS or SCRBHO data system, the Contractor must comply with all requirements of the HIPAA Security and Privacy for Breach Notifications and as otherwise required by state or federal law.
- 3.2.6. The SCRBHO reserves the right at any time to conduct audits of system access and use, and to investigate possible violations of this Agreement and/or violations of federal and state laws and regulations governing access to protected health information contained in the SCRBHO data systems.
- 3.2.7. The Contractor understands that the SCRBHO reserves the right to withdraw access to any of its confidential data systems at any time for any reason.

- 3.3. Privacy and Confidentiality of Individual Identifiable Health Information (IIHI) and PHI.
- 3.3.1. The Contractor shall comply with applicable provisions of the HIPAA of 1996, codified in 42 USC §1320(d) et. seq. and 45 CFR Parts 160, 162 and 164, 42 CFR 431, the American Recovery and Reinvestment Act of 2009 (ARRA) and the Washington Uniform Health Care Information Act, RCW 70.02, 70.24, 71.05.and 71.34., to the extent applicable.
- 3.3.2. The Contractor shall ensure that confidential information provided through or obtained by way of this Agreement or services provided, is protected in accordance with the Data Security Requirements Exhibit J attached hereto and incorporated herein by reference.
- 3.3.3. CSHCD shall take appropriate action if a Contractor or their Subcontractor employee wrongly releases confidential information. Contractors shall inform CSHCD if a Subcontractor employee wrongly releases confidential information.
4. **HIPAA COMPLIANCE.** Preamble: This section of the Agreement (referred to as "Contract" in this section) is the Business Associate Agreement as required by HIPAA.
- 4.1. Definitions.
- 4.1.1. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 4.1.2. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 4.1.3. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- 4.1.4. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- 4.1.5. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 4.1.6. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

- 4.1.7. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104191, as modified by the ARRA, Sec. 13400 — 13424, H.R. 1 (2009) (HITECH Act).
- 4.1.8. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 4.1.9. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 4.1.10. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 4.1.11. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- 4.1.12. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 4.1.13. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 4.1.14. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Services (USPS) first class mail, or USPS delivery services that include tracking, such as Certified Mail, Express Mail, or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that network.
- 4.1.15. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

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

- 4.3.7. Failure to Cure. If the SCRBHO or DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by the SCRBHO or DSHS do not end the violation, the SCRBHO shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- 4.3.8. Termination for Cause. Business Associate authorizes immediate termination of this Contract by the SCRBHO, if the SCRBHO or DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. The SCRBHO may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 4.3.9. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- 4.3.10. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
- 4.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 4.3.10.2. Return to the SCRBHO or DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - 4.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - 4.3.10.4. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - 4.3.10.5. Return to the SCRBHO or DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

4.3.11. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

4.4. Individual Rights.

4.4.1. Accounting of Disclosures.

- 4.4.1.1. Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- 4.4.1.2. Within ten (10) business days of a request from the SCRBHO or DSHS, Business Associate shall make available to the SCRBHO or DSHS the information in Business Associate's possession that is necessary for the SCRBHO or DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- 4.4.1.3. At the request of the SCRBHO or DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- 4.4.1.4. Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

4.4.2. Access

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

4.4.3. Amendment.

- 4.4.3.1. If the SCRBHO or DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then the SCRBHO or DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

- 4.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by the SCRBHO or DSHS or as necessary to satisfy the SCRBHO's or DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).
- 4.5. Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5)
- 4.6. Obligations. To the extent the Business Associate is to carry out one (1) or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
- 4.7. Liability. Within ten (10) business days, Business Associate must notify the SCRBHO or DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform the SCRBHO or DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 4.8. Breach Notification.
- 4.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving SCRBHO or DSHS individuals, Business Associate will take all measures required by state or federal law.
- 4.8.2. Business Associate will notify the SCRBHO HIPAA Privacy and Security Officer within five (5) business days by email or by telephone, of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- 4.8.3. Business Associate will notify the SCRBHO HIPAA Privacy and Security Officer within five (5) business days by email or by telephone, of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach,

anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the SCRBHO HIPAA Privacy and Security Officer. Business Associate will coordinate and cooperate with the SCRBHO or DSHS to provide a copy of its investigation and other information requested by the SCRBHO or DSHS, including advance copies of any notifications required for the SCRBHO or DSHS review before disseminating and verification of the dates notifications were sent.

4.8.4. If either DSHS or the SCRBHO determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI received from DSHS or involving DSHS enrolled individuals:

- 4.8.4.1. Requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
- 4.8.4.2. Requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- 4.8.4.3. Requiring notification of the DSHS Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
- 4.8.4.4. DSHS will take appropriate remedial measures up to termination of this Contract.

4.9. Miscellaneous Provisions.

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

5. INCIDENT REPORTING

- 5.1. The Contractor must maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policies must address the Contractor's oversight and review of the requirements in this section. The SCRBHO may require the Contractor to provide additional information regarding efforts to prevent or lessen the possibility of future similar incidents.
 - 5.1.1. The Contractor must have a designated incident manager responsible for meeting the requirements under this section.

- 5.1.2. The Contractor must report and follow-up on all incidents, involving individuals, listed below.
- 5.1.3. The Contractor must report incidents to the SCRBHO. The report must contain:
 - 5.1.3.1. A description of the incident;
 - 5.1.3.2. The date and time of the incident;
 - 5.1.3.3. Incident location;
 - 5.1.3.4. Incident type;
 - 5.1.3.5. Names and ages, if known, of all individuals involved in the incident;
 - 5.1.3.6. The nature of each individual's involvement in the incident;
 - 5.1.3.7. The service history with the Contractor, if any, of individuals involved;
 - 5.1.3.8. Steps taken by the Contractor to minimize harm; and
 - 5.1.3.9. Any legally required notifications made by the Contractor.
- 5.1.4. The Contractor must report and follow-up on the following incidents. In addition, the Contractor shall use professional judgment in reporting incidents not listed herein.
 - 5.1.4.1. **Category One Incidents:** The Contractor must report and also notify the SCRBHO Incident Manager by telephone or email immediately upon becoming aware of the occurrence of any of the following Category One incidents involving any individual that was served within **three hundred sixty-five (365)** days of the incident.
 - 5.1.4.1.1. Death or serious injury of individuals, staff, or public citizens at a DSHS facility or a facility that DSHS licenses, contracts with, or certifies.
 - 5.1.4.1.2. Unauthorized leave of a mentally ill offender or a sexual violent offender from a behavioral health facility or a Secure Community Transition Facility. This includes Evaluation and Treatment centers (E&T), Crisis Stabilization Units (CSU), and Triage Facilities that accept involuntary individuals.
 - 5.1.4.1.3. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by an individual who is the alleged perpetrator that results in charges or pending charges.
 - 5.1.4.1.4. Any event involving an individual or staff that has attracted media attention.
 - 5.1.4.2. **Category Two Incidents:** The Contractor must report within one (1) working day of becoming aware that any of the following Category Two Incidents has occurred, involving an individual:

- 5.1.4.2.1. Alleged individual abuse or individual neglect of a serious or emergent nature by an employee, volunteer, licensee, Contractor, or another individual;
 - 5.1.4.2.2. An assault by a Contractor staff member involving an enrolled individual;
 - 5.1.4.2.3. A substantial threat to facility operation or individual safety resulting from a natural disaster (to include earthquake, volcanic eruption, tsunami, fire, flood, an outbreak of communicable disease, etc.);
 - 5.1.4.2.4. Any breach or loss of individual data in any form that is considered as reportable in accordance with the HIPAA must be reported as directed in the DSHS General Terms and Conditions Contract, HIPAA Compliance Section, Breach Notification subsection;
 - 5.1.4.2.5. Any allegation of financial exploitation as defined in RCW 74.34.020;
 - 5.1.4.2.6. Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and/or certifies;
 - 5.1.4.2.7. Any serious suicide attempt that results in hospitalization;
 - 5.1.4.2.8. Any event involving an individual or staff, likely to attract media attention in the professional judgment of the Incident Manager;
 - 5.1.4.2.9. Any event involving a credible threat towards a staff member that occurs at a DSHS facility, a facility that DSHS licenses, contracts with, or certifies; or a similar event that occurs within the community. A credible threat towards staff is defined as "A communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member's family, which resulted in a report to Law Enforcement, a Restraining/Protection order, or a workplace safety/personal protection plan;
 - 5.1.4.2.10. Any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor;
 - 5.1.4.2.11. A life safety event that requires an evacuation or that is a substantial disruption to the facility;
 - 5.1.4.2.12. Any suicide or death under unusual circumstances; or
 - 5.1.4.2.13. Any incident occurring in a building or facility that the SCRBHO or Contractor owns.
- 5.1.5. **Comprehensive Review:** The SCRBHO may initiate a comprehensive review of an incident.

- 5.1.5.1. The Contractor must fully cooperate with any investigation initiated by the SCRBHO or DSHS and provide any information requested by the SCRBHO within the timeframes specified within the request.
- 5.1.5.2. If the Contractor does not respond according to the timeframe in its request, the SCRBHO may obtain information directly from any involved party and request their assistance in the investigation.
- 5.1.5.3. The SCRBHO may request medication management information.
- 5.1.5.4. The SCRBHO may also investigate or may require the Contractor to review incidents that involve individuals who have received services from the Contractor more than **three hundred sixty-five (365)** days prior to the incident.
- 5.1.6. **Incident Review and Follow-up:** The Contractor will review and follow-up on all incidents reported. The Contractor will provide sufficient information, review, and follow-up to take the process and report to its completion. An incident will not be categorized as complete until the following information is provided:
 - 5.1.6.1. A summary of any incident debriefings or review process dispositions;
 - 5.1.6.2. Whether the person is in custody (jail), in the hospital, or in the community, and if in the community whether the person is receiving services. If the individual cannot be located, the Contractor will document the steps taken to attempt to locate the individual by using available local resources;
 - 5.1.6.3. Documentation of whether the individual is receiving or not receiving services from the Contractor at the time the incident is being closed;
 - 5.1.6.4. In the case of a death of the individual, the Contractor must provide either a telephonic verification from an official source or via a death certificate;
 - 5.1.6.5. In the case of a telephonic verification, the Contractor must document the date of the contact and both the name and official duty title of the person verifying the information; and
 - 5.1.6.6. If this information is unavailable, the attempt to retrieve it will be documented.
- 5.2. The Contractor shall notify the following agencies or any others when required by law:
 - 5.2.1. Adult Protective Services;
 - 5.2.2. Child Protective Services (CPS);
 - 5.2.3. Department of Health (DOH);
 - 5.2.4. Local Law Enforcement;
 - 5.2.5. Medicaid Fraud Control Unit (MFCU); and/or
 - 5.2.6. Washington State Patrol.

6. MEDIA CONTACT

- 6.1. Media Contact is interaction with a media representative, including face to face conversations, telephone calls, emails, faxes or letters that is likely to result in media coverage of any nature relating to the provision of behavioral health services.
- 6.2. **Reporting Requirements:**
 - 6.2.1. All media contacts, whether the result of a critical incident or simply an inquiry for information shall be reported via telephone within one (1) working day of the contact, to the CSHCD Director, Assistant Director, or designee.
 - 6.2.2. The information reported will include the following:
 - 6.2.2.1. Name of the reporter and media agency; and
 - 6.2.2.2. A brief summary of the topic discussed.

7. ENROLLMENT

- 7.1. **Service Area:** The Contractor is responsible for services within the boundaries of the SCRBHO System of Care.
- 7.2. Individuals of all ages who reside within the Contractor's service area who are enrolled in any of the programs included in the Federal 1915 (b) Behavioral Health Waiver are covered by this Agreement.

8. INFORMATION REQUIREMENTS

- 8.1. **Individual Information:** The Contractor must provide information to individuals that complies with the requirements of 42 CFR §438.100, 438.10, and 438.6(i)(3). The Contractor shall maintain written policy and procedures addressing all information requirements, and must:
 - 8.1.1. Offer every Medicaid Enrollee a Washington Medicaid Behavioral Health Benefit Booklet at Intake which includes information on obtaining the booklet in alternative formats, and inform the Enrollee that the booklet is available at: <https://www.dshs.wa.gov/bha/division-behavioral-health-and-recovery/medicaid-mental-health-benefits>;
 - 8.1.2. Post a translated copy of the following documents in each of the DSHS prevalent languages (Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish, Vietnamese, Arabic, Amharic, Punjabi, and Ukrainian):
 - 8.1.2.1. The Washington Medicaid Behavioral Health Benefits Booklet's section entitled "Your Rights as a Person Receiving Medicaid Behavioral Health Services;" and
 - 8.1.2.2. The Statement of Individual Participant Rights, as detailed in WAC 388-877-0600(1).
 - 8.1.3. Post a multilingual notice in each of the DSHS-prevalent languages, which advises Enrollees that information is available in other languages and how to access this information;

- 8.1.4. Provide written translations of all written information including, at minimum, applications for services, consent forms, and Notices of Action in each of the DSHS prevalent languages that are spoken by five percent (5%) or more of the population of the State of Washington; based on the most recent US census. DSHS/DBHR has determined based on this criteria that Spanish is the currently required language. The expectation is that these translated documents are readily available at all times from the Contractor and its contracted Behavioral Health Agencies (BHA);
- 8.1.5. Provide copies of the generally available materials including at a minimum, applications for services, consent forms, and Notices of Action in alternative formats that take into consideration the needs of those who have limited vision or impaired reading proficiency;
- 8.1.6. Maintain a log of all Enrollee requests for interpreter services, or translated written material;
- 8.1.7. Provide interpreter services for individuals who speak a primary language other than English for all interactions between the individual and the Contractor, this will include but not be limited to, customer service, all appointments for any covered service, crisis services, and all steps necessary to file a Grievance or Fair Hearing.
 - 8.1.7.1. Materials may be provided in English if the individual's primary language is other than English but the individual can understand English and is willing to receive the materials in English. The individual's consent to receiving information and materials in English must be documented in the individual's record.
 - 8.1.7.2. For individuals whose primary language is not translated, the requirement may be met by providing the information through audio or video recording in the individual's primary language, having an interpreter read the materials in the individual's primary language or providing materials in an alternative format that is acceptable to the individual. If one of these methods is used it must be documented in the individual's record.
- 8.1.8. Ensure that Mental Health Professionals (MHP), Mental Health Care Providers (MHCP), Chemical Dependency Professionals (CDP), and CDP Trainees (CDPT) have an effective mechanism to communicate with individuals with sensory impairments.

8.2. Customer Service

- 8.2.1. The SCRBHO and its designee, the Contractor and its Subcontractors must provide customer service that is customer-friendly, flexible, proactive, and responsive to individuals, families, and stakeholders. The SCRBHO or its designee shall provide a toll free number for customer service inquiries. A local telephone number may also be provided for individuals within the local calling area.
- 8.2.2. At a minimum, the Contractor's Customer Service staff shall:
 - 8.2.2.1. Promptly answer telephone calls from individuals, family members, and stakeholders during regular business hours and days of operation; and

- 8.2.2.2. Respond to individuals, family members, and stakeholders in a manner that resolves their inquiry. Staff must have the capacity to respond to those with limited English proficiency or hearing loss.
- 8.2.3. Customer service staff must be trained to distinguish between a benefit inquiry, third party insurance issue, Appeal, or Grievance and how to route these to the appropriate party. At a minimum, logs shall be kept to track the date of the initial call, type of call and date of attempted resolution. This log shall be provided to DSHS/DBHR for review upon request.
- 8.3. The SCRBHO shall require that the SCRBHO Contractors provide upon the individual's request:
 - 8.3.1. Information to individuals on the names, locations, telephone numbers of, and non-English service providers in the service area; including providers that are not accepting new Individuals;
 - 8.3.2. Identification of individual MHPs, MHCPs, CDPs, and CDPTs who are not accepting new individuals;
 - 8.3.3. A BHA licensure, certification, and accreditation status; and
 - 8.3.4. Information that includes but is not limited to, education, licensure, registration, and Board certification and/or-certification of MHPs, MHCPs, and CDP/CDPTs.

9. FUNDING

- 9.1. Payment made under the Agreement is intended by both the SCRBHO and the Contractor to be inclusive of all service provided under this Agreement, and constitute the SCRBHO's only financial obligation under the Agreement irrespective of whether the cost to the Contractor of providing services exceeds that obligation.
- 9.2. There shall be no payment made by the SCRBHO in the absence of a fully executed Agreement. Services provided in the absence of an executed Agreement shall be exclusively borne by the Contractor.
- 9.3. The Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public behavioral health system.
- 9.4. **Usage of Funds Sources:**
 - 9.4.1. Medicaid funding may only be used for Medicaid eligible individuals;
 - 9.4.2. Spokane County's Medicaid Local Tax funding may only be used for Medicaid eligible individuals in Spokane County;
 - 9.4.3. Non-Medicaid funding is intended for individuals that are not Medicaid eligible. Use of Non-Medicaid funding for Medicaid individuals must be identified in the contract or have written prior approval from the SCRBHO;
 - 9.4.4. Spokane County's Non-Medicaid Local Tax and Property Tax may be used for individuals in Spokane County who may or may not be eligible for Medicaid;

- 9.4.5. Substance Abuse Block Grant funding may only be used for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid;
- 9.4.6. Criminal Justice Treatment Account (CJTA) funding may only be used for Non-Medicaid individuals who meet criteria in RCW 70.96A.350;
- 9.4.7. Upon request, the Contractor shall submit ad hoc financial summary reports.
- 9.5. Funds for the programs set forth in this Agreement based on Non-Medicaid funds shall be subject to the terms and conditions set forth in the SCRBHO State Non-Medicaid contract, Exhibit J attached hereto and incorporated herein by reference.
- 9.6. Funds for the programs set forth in this Agreement based on Medicaid funds shall be subject to the terms and conditions of the State Medicaid Agreement, Exhibit J attached hereto and incorporated herein by reference.
- 9.7. Funds for the programs set forth in this Agreement based on SABG funds shall be subject to the terms and conditions of the State SABG Agreement, Exhibit J attached hereto and incorporated herein by reference.
- 9.8. **Cost Reimbursement Basis, if applicable per Exhibit H Funding Schedule**
 - 9.8.1. Funding is specified and defined in Exhibit H Funding Schedule, attached hereto and incorporated herein by reference.
 - 9.8.2. Reimbursement for services provided pursuant to this Agreement shall be paid to the Contractor on a cost reimbursement basis.
 - 9.8.3. Each month, the Contractor shall submit to the SCRBHO a monthly billing invoice (provided by the SCRBHO) no later than the 20th of the following month including documentation substantiating allowable actual costs. Costs must be identified separately on the invoice, by funding source as defined in the most current Fiscal/Program Requirements, Exhibit J attached hereto and incorporated herein by reference, and/or required by the SCRBHO. Supporting documentation must include a general ledger report generated from the agency's accounting systems detailing SCRBHO funded revenues and expenditures. Funds disbursed to the Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement.
 - 9.8.3.1. Monthly Billing Invoices with all accompanying documentation shall be sent to the SCRBHO at the following address or email address (with proper encryption if applicable):

Spokane County Community Services, Housing, and Community Development Department
c/o Fiscal Operations Manager
312 W. 8th Avenue, Fourth Floor
Spokane, WA 99204
SCRBHO-Finance@spokanecounty.org
 - 9.8.4. Funds needed to provide roundtrip transportation for the SCRBHO individuals traveling from their home to the SUD treatment facility may be reimbursed by the SCRBHO. The Contractor can submit a request for

transportation reimbursement by submitting an invoice with the transportation receipt to the above mailing address. Approved reimbursement will be paid with funds outside this contract.

9.9. Monthly Allocation and/or Fixed Performance Basis, if applicable per Exhibit H Funding Schedule

- 9.9.1. Funding and Performance Standards are specified and defined in Exhibit H Funding Schedule and Exhibit G Performance Outcomes, attached hereto and incorporated herein by reference.
- 9.9.2. Payment for services provided pursuant to this Agreement shall be paid to the Contractor on a monthly allocation. The Contractor shall be responsible for providing all services through the end of the month for which it has received a payment.
- 9.9.3. The Contractor shall provide to the SCRBHO a financial report detailing quarterly and year to date revenues and expenditures by program category for funding sources. A detailed general ledger report will be provided as supporting documentation with the report. Variances between program categories in excess of fifteen percent (15%) shall be accounted for in the Quarterly Report, Exhibit J attached hereto and incorporated herein by reference. Reports will be due forty-five (45) days after the end of each quarter.
- 9.9.4. The SCRBHO reserves the sole right to require a full or partial repayment of unexpended Non-Medicaid funds at the end of any quarter, or contract end. If a refund to the SCRBHO is requested, the Contractor will be required to provide repayment within fifteen (15) days of written notice from the SCRBHO.
- 9.9.5. Each month, the Contractor shall submit to the SCRBHO a monthly billing invoice (provided by the SCRBHO) no later than the 20th of the month in which the services were provided. Reimbursement must be identified separately on the invoice, by funding source as defined in the most current Fiscal/Program Requirements, Exhibit J attached hereto and incorporated herein by reference, and/or required by the SCRBHO. Funds disbursed to the Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement.
 - 9.9.5.1. Monthly Billing Invoices with all accompanying documentation shall be sent to the SCRBHO at the following address or email address (with proper encryption if applicable):

Spokane County Community Services, Housing, and Community Development Department
c/o Fiscal Operations Manager
312 W. 8th Avenue, Fourth Floor
Spokane, WA 99204
SCRBHO-Finance@spokanecounty.org

9.10. Fee for Service Basis, if applicable per Exhibit H Funding Schedule

- 9.10.1. The Contractor shall be paid for eligible services at a rate specified and defined in Exhibit H Funding Schedule, attached hereto and incorporated herein by reference.

- 9.10.2. Reimbursement for services provided pursuant to this Agreement shall be paid to the Contractor monthly.
- 9.10.3. Each month, the Contractor shall submit to the SCRBHO a monthly billing invoice (provided by the SCRBHO) no later than the 20th of the following month in which the services were provided. Reimbursement must be identified separately on the invoice, by funding source as defined in the most current Fiscal/Program Requirements, Exhibit J attached hereto and incorporated herein by reference, and/or required by the SCRBHO. Funds disbursed to the Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement.

- 9.10.3.1. Monthly Billing Invoices with all accompanying documentation shall be sent to the SCRBHO at the following address or email address (with proper encryption if applicable):

Spokane County Community Services, Housing, and Community Development Department
 c/o Fiscal Operations Manager
 312 W. 8th Avenue, Fourth Floor
 Spokane, WA 99204
SCRBHO-Finance@spokanecounty.org

- 9.10.4. Childcare services needed for SCRBHO individuals obtaining SUD treatment may be reimbursed by SCRBHO. The Contractor can submit an invoice for Childcare services to the above address. The approved rate for childcare services is Twelve Dollars and Forty-Five Cents (\$12.45) per hour, billable in Fifteen (15) minute increments. Approved childcare payments will be paid with funds outside this contract.

9.11. **Substance Abuse Block Grant (SABG), if applicable per Exhibit H Funding Schedule**

- 9.11.1. Funding is specified and defined in Exhibit H Funding Schedule, attached hereto and incorporated herein by reference.

Health and Human Services - Federal Block Grant \$X.00

Catalog of Federal Domestic Assistance (CFDA) # 93.959 – Block Grants for Block Grants for Prevention and Treatment of Substance Abuse

Not for research & development

Total Maximum Funding \$X.00

- 9.11.2. Identical Treatment. All facilities receiving Federal Black Grant funding, are required to provide the same services to all individuals who are financially eligible to receive State or Federal assistance and are in need of services. No distinction must be made between State and Federal funding when providing the following services including, but not limited to:

- 9.11.2.1. Women's services;
- 9.11.2.2. Individuals using intravenous drugs;
- 9.11.2.3. Tuberculosis services;
- 9.11.2.4. Childcare services for parenting women; and

9.11.2.5. Interim services.

9.11.3. Federal Block Grants

9.11.3.1. The Contractor may use federal block grants funds only for Childcare, Room and Board, and Family Hardship as outlined in Exhibit H Funding Schedule.

9.11.4. Target Population

9.11.4.1. The Contractor shall ensure that SABG funds are used only for services to individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid, as described below:

Benefits	Services	Use SABG Finds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid Recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

9.11.5. Each month, the Contractor shall submit to the SCRBHO a monthly billing invoice (provided by the SCRBHO) no later than the 20th of the following month in which the services were provided. Reimbursement must be identified separately on the invoice, by funding source as defined in the most current Fiscal/Program Requirements, Exhibit J attached hereto and incorporated herein by reference, and/or required by the SCRBHO. Funds disbursed to the Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement.

9.11.5.1. Monthly Billing Invoices with all accompanying documentation shall be sent to the SCRBHO at the following address or email address (with proper encryption if applicable):

Spokane County Community Services, Housing, and Community Development Department
 c/o Fiscal Operations Manager
 312 W. 8th Avenue, Fourth Floor
 Spokane, WA 99204
 SCRBHO-Finance@spokanecounty.org

9.12. The Contractor shall submit a budget for the time period identifying revenues and expenses by program and administration based on the most current Fiscal/Program Requirements as identified in the Contract Deliverables section.

9.13. The Contractor shall comply with "Assurance and Representations" Exhibit C attached hereto and incorporated herein by reference. The Contractor shall submit a copy of the Third Party Reimbursement policy within thirty (30) days of the execution of this Agreement.

9.14. A copy of the Contractor's sliding fee scale shall be posted and accessible to staff and service recipients, and may not require payment from individuals with income levels equal to or below the grant standards of the DSHS/DBHR general

assistance program. A current copy of the Contractor's sliding fee scale shall be submitted to the SCRBHO at the execution of this Agreement, or whenever it is changed (RCW 71.24.215).

- 9.14.1. The Contractor and its subcontractors, shall not charge or hold Medicaid individuals financially liable for: payment of covered services; services for which the State does not pay the SCRBHO; services provided on referral that exceeds what the SCRBHO would cover if provided within the provide network; or to community hospitals in the event of insolvency.
- 9.14.2. For determining SUD individual financial eligibility see Section 10.10
- 9.15. The monthly Billing Invoice (provided by the SCRBHO) and the Quarterly Third Party Report, Exhibit J attached hereto and incorporated herein by reference, of any revenues collected by the Contractor and/or its subcontractors for SCRBHO services must be provided under this agreement. This includes revenue collected from Medicare, insurance companies, co-payments, and other sources such as Health Plans. The Contractor and/or its subcontractors must certify that a process is in place to demonstrate that all third party revenue resources for services provided under this agreement are identified, pursued, and recorded by the Contractor and/or its subcontractors, in accordance with Medicaid and Non-Medicaid being the payer of last resort. Third Party services billed and collected by the Contractor may remain with the Contractor to be used toward the cost of operations.
- 9.16. Allowable and unallowable costs under this Agreement shall be defined by applicable Office of Management and Budget (OMB) Circular Cost Principles.
- 9.17. **Recovery of Overpayment to the Contractor:** The Contractor shall not be reimbursed more than the amount described in Exhibit H Funding Schedule. If the SCRBHO, or any other state or federal agency finds discrepancies in the Monthly Billing Invoice or the Quarterly Third Party Report, the Contractor may be requested to reimburse the SCRBHO in accordance with applicable OMB Circulars. Additionally, the SCRBHO may initiate remedial action, including recoupment with interest from funds disbursed during the current or successive Agreement period. Recoupment shall occur within seventy-five (75) days of the close of the SCRBHO's fiscal year or within seventy-five (75) days of the SCRBHO's receipt of the Monthly Billing Invoice or Quarterly Third Party Report, whichever is later. If the Contractor receives a notice of overpayment, which the SCRBHO shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of the notice of overpayment will result in an overpayment debt against the Contractor.
- 9.18. The SCRBHO reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data.
- 9.19. The Contractor shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and/or contracts.
 - 9.19.1. The Contractor shall have written policies and procedures as related to accounting and internal controls.

- 9.19.2. The Contractor's financial management system at a minimum shall:
- 9.19.2.1. Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency;
 - 9.19.2.2. Have the ability to pay for all expenses incurred during this Agreement period, including services that have been provided under the Agreement but paid after termination;
 - 9.19.2.3. Include source documentation in support of allowable actual costs;
 - 9.19.2.4. The SCRBHO will review actual source documents during fiscal monitoring;
 - 9.19.2.5. Be compatible with the SCRBHO and its Administrative Service Organization (ASO) designee electronic data submission and fiscal systems, to ensure timely reporting and reconciliation requirements further described in the Manual; and
 - 9.19.2.6. The Contractor must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must include contract information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
 - 9.19.2.7. Exhibit true accounts and detailed statements of funds collected, received, and expended for account of this Agreement for any purpose. The accounts shall show the receipt, use, and disposition of all funds received pursuant to this agreement, and the income, if any, derived there from; all receipts, vouchers, and other documents kept, or required to be kept, necessary to isolate and provide the validity of every transaction; all statements and reports made or required to be made, for the internal administration of the office to which they pertain.
- 9.20. The Contractor shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating SCRBHO funds.
- 9.20.1. The Contractor shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with the Contractor's response to the audit and corrective action plan, if any, no later than six (6) months after the end of the Contractor's fiscal year. The Contractor hereby consents to SCRBHO review of the independent auditor's working papers, upon request by the SCRBHO.
 - 9.20.2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and can result in corrective action and withholding of payment.
- 9.21. If, under separate agreement, the Contractor is required to provide an 2 CFR Part 200 audit, annual independent audit, and/or proof of insurance, that at a minimum meet the requirements of the Agreement, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that said audit is forwarded to the SCRBHO.

- 9.22. **Single Audit Act Compliance.** If the Contractor is a sub recipient and expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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, Exhibit D attached hereto and incorporated herein by reference. Upon completion of each audit, the Contractor shall:
- 9.22.1. Submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with the Contractor's response to the audit and corrective action plan, if any, no later than six (6) months after the end of the Contractor's fiscal year. The Contractor hereby consents to SCRBHO review of the independent auditor's working papers, upon request by the SCRBHO;
 - 9.22.2. Submit to the SCRBHO contact person, listed on the cover page of this Agreement, 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; and
 - 9.22.3. Follow-up and develop corrective action for all audit findings in accordance with 2 CFR Part 200, Subpart F, and prepare a "Summary Schedule of Prior Audit Findings," reporting the status of all audit findings included in the prior audit schedule of findings and questioned costs.

10. ACCESS TO CARE

- 10.1. The SCRBHO shall ensure services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished. Policies for guidelines must include all services detailed in Access to Care Standards for BHOs that now include qualifying substance use diagnoses and the American Society of Addiction Medicine (ASAM) Criteria at <https://www.dshs.wa.gov/bha/division-behavioral-health-and-recovery/access-care-standards-acs-and-icd-information>.
- 10.2. Services must be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in CFR 440.230.
 - 10.2.1. The Contractor may place appropriate limits on a service for the purpose of utilization control, provided the services furnished can reasonably be expected to be sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. CFR 438.210(3)(iii)(B).
- 10.3. The Contractor must not deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition.
- 10.4. The Contractor must not discriminate against difficult-to-serve individuals. Examples include a refusal to treat an individual because the individual is deemed too dangerous, because housing is not available in the community, or that a particular type of residential placement is not currently available.
- 10.5. The Contractor may refuse to provide, reimburse for, or provide coverage of certain services based on moral or religious grounds.

- 10.5.1. If the Contractor chooses to refuse any services or coverages on moral or religious grounds it must provide a list of those services to the individual.
- 10.5.2. If the Contractor establishes any new policy regarding a moral or religious objection to any service or coverage it must notify the SCRBHO thirty (30) days prior to enacting the policy and all of its individuals within ninety (90) days of adopting or enacting the policy. Any policy not expressly conveyed to the SCRBHO prior to the start date of this contract shall be classified as "new".
- 10.6. If the SCRBHO is unable to provide the services covered under this Agreement, the services must be purchased within twenty-eight (28) calendar days for an individual with an identified need. The SCRBHO shall continue to pay for medically necessary behavioral health services outside the service area until the SCRBHO is able to provide them within its service area.
- 10.7. **Network Capacity:** The SCRBHO shall establish and maintain a network based on the anticipated Medicaid enrollment, expected utilization of services, and the number of network providers who are not accepting new Medicaid individuals, with sufficient capacity, including the number, mix, and geographic distribution of BHAs which serve individuals with mental health or substance use disorders, MHPs, MHCPs, CDPs, and CDPTs to meet the needs of all eligible individuals in the service area (42 CFR 438.206(b)(1)).
- 10.7.1. At a minimum the SCRBHO shall ensure:
- 10.7.1.1. Offer an mental health intake evaluation by an MHP within ten (10) business days of an individual's request;
 - 10.7.1.2. Offer an SUD assessment by a CDP/CDPT within ten (10) business days of an individual's request;
 - 10.7.1.3. Maintain the ability to provide an intake evaluation at an individual's residence, including adult family homes, assisted living facilities, or skilled nursing facilities, including to persons discharged from a state hospital or E&T facilities to such placements when the individual requires an off-site service due to medical needs; and
 - 10.7.1.4. Provide or purchase age, linguistic, and culturally competent community behavioral health services for individuals for whom services are medically necessary and clinically appropriate consistent with the Medicaid state plan and the Federal 1915 (b) Behavioral Health Waiver.
- 10.7.2. If the Contractor terminates a contract in less than sixty (60) calendar days or a site closure occurs in less than sixty (60) calendar days, the Contractor must notify the SCRBHO as soon as possible and prior to a public announcement.
- 10.7.3. The Contractor must notify all impacted individuals at least thirty (30) calendar days prior to the end of the contract with any of its subcontractors.
- 10.7.4. **Changes in Capacity:** A significant change in the provider network is defined as the termination or addition of a subcontract with an entity that provides behavioral health services or the closing of a Subcontractor site

that is providing services under this Agreement. The Contractor must notify the SCRBHO sixty (60) calendar days prior to terminating any of its subcontracts with entities that provide direct services, or entering into new subcontracts with entities that provide direct services. This notification must occur prior to any public announcement of this change.

- 10.7.4.1. If the Contractor terminates a subcontract in less than sixty (60) calendar days or a site closure occurs in less than sixty (60) calendar days, the Contractor must notify the SCRBHO in writing as soon possible and prior to a public announcement.
- 10.7.4.2. The Contractor must notify all impacted individuals at least thirty (30) calendar days prior to the end of a contract with any providers.
- 10.7.4.3. The Contractor must notify the SCRBHO in writing of any other changes in capacity that results in the Contractor being unable to meet any of the time and distance standards as required in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, Medically Necessary services.
- 10.7.4.4. If any event in Section 10.7.4. occur, the Contractor must submit a plan to the SCRBHO in writing that includes at least:
 - 10.7.4.4.1. Notification to Ombuds services;
 - 10.7.4.4.2. Crisis services plan;
 - 10.7.4.4.3. Individual notification plan;
 - 10.7.4.4.4. Plan for provision of uninterrupted services;
 - 10.7.4.4.5. Plan for retention and/or transfer of clinical records; and
 - 10.7.4.4.6. Any information released to the media.
- 10.8. **Access Standards:** A request may be made through a telephone call, walk-in, or written request from an individual or those defined as Family in this Agreement.
 - 10.8.1. The Contractor must verify eligibility for Title XIX prior to the provision of non-crisis services to an individual.
 - 10.8.2. The Contractor must maintain documentation of all requests for service even if no service actually occurs and report service denials to the SCRBHO on a monthly basis.
 - 10.8.3. The Contractor shall not refer a Washington Apple Health individual to the individual's Apple Health managed care plan for behavioral health services if the individual is determined to be eligible based on medical necessity and the Access to Care Standards for Behavioral Health Organizations (BHOs).

10.9. Distance Standards

- 10.9.1. The SCRBHO must ensure that when individuals must travel to service sites, the drive time to the closest provider of the behavioral health services they are seeking, is within a standard of not more than:
 - 10.9.1.1. In rural areas, a thirty (30) minute drive from the primary residence of the individual to the service site;
 - 10.9.1.2. In large rural geographic areas, a ninety (90) minute drive from the primary residence of the individual to the service site; and
 - 10.9.1.3. In urban areas, service sites are accessible by public transportation with the total trip, including transfers, scheduled not to exceed ninety (90) minutes each way.
- 10.9.2. Travel standards do not apply:
 - 10.9.2.1. When the individual chooses to use service sites that require travel beyond the travel standards;
 - 10.9.2.2. To mental health clubhouses when the population is insufficient to support additional clubhouses within the geographic area;
 - 10.9.2.3. To psychiatric inpatient services including E&T's;
 - 10.9.2.4. To SUD residential treatment facilities or withdrawal management (detoxification facilities); and
 - 10.9.2.5. Under exceptional circumstances (e.g. inclement weather, hazardous road conditions due to accidents or road construction, public transportation shortages, or delayed ferry service).

10.10. Determine SUD Individual Financial Eligibility: Low-Income Services

- 10.10.1. At initial screening, the Contractor must confirm the individual's eligibility and update any information that changes. At each authorization request the SCRBHO will verify individual eligibility. The SCRBHO will provide the Contractor a monthly "Loss of Eligibility Report" to assist the Contractor in monitoring the financial eligibility of individuals in services.
- 10.10.2. Low-Income
 - 10.10.2.1. The Contractor must determine financial eligibility for individuals.
 - 10.10.2.2. Charging Fee Requirements – Low Income Individuals.
 - 10.10.2.2.1. The Contractor must use two hundred twenty percent (220%) of the Federal Poverty Level (FPL) Guidelines to determine low-income service eligibility. The FPL Guidelines can be found by accessing the FPL Guidelines link on the Contractors and Providers page of the DBHR website.
 - 10.10.2.2.2. The Contractor must utilize a sliding fee schedule in determining the fees for low-income eligible services.
 - 10.10.2.2.3. Individuals who have a gross monthly income (adjusted for family size) at or below two hundred twenty percent (220%) of the FPL Guidelines are eligible to receive

services partially supported by funds included in this Agreement.

- 10.10.2.2.4. Fees must be charged in accordance with the Low-Income Services Eligibility Table to all individuals receiving assessment and treatment services that are determined through a financial screening, to meet the requirements of the Low Income Eligibility Table.
- 10.10.2.2.5. If the Contractor's subcontractor determines that charging a low-income individual a fee would stop the individual from continuing treatment, the fee requirement may be waived by the subcontractor.
- 10.10.2.2.6. The minimum fee per counseling visit is Two Dollars (\$2.00).
 - 10.10.2.2.6.1. Indigent individuals are exempt from this fee requirement.
 - 10.10.2.2.6.2. Interim Services are exempted from this fee requirement.

11. UTILIZATION MANAGMENT

- 11.1. **Level of Care Guidelines.** The SCRBHO must establish written policies and procedures for authorization of Behavioral Health Services.
 - 11.1.1. Maintain written utilization management criteria that include, Level of Care Guidelines that reflect both the Access to Care Standards for BHO's and the ASAM criteria.
- 11.2. The Contractor must use these policies for making decisions about scope, duration, intensity, and continuation of services. The Level of Care Guidelines must include:
 - 11.2.1. Criteria for authorization of initial routine services including outpatient and residential treatment services. These services do not meet the definition of Urgent or Emergent Care.;
 - 11.2.2. The requirement for documentation of the presence of a covered mental health or SUD diagnosis based on the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5);
 - 11.2.3. The ASAM criteria for initial authorizations, continuing stay, and discharge for SUD services;
 - 11.2.3.1. ASAM levels of care for outpatient and residential services include the following:
 - 11.2.3.1.1. Level 1 – Outpatient Services;
 - 11.2.3.1.2. Level 2.1 – Intensive Outpatient Services;
 - 11.2.3.1.3. Level 3.1. – Clinically Managed, Low Intensity Residential Services;

- 11.2.3.1.4. Level 3.3 – Clinically Managed, Population Specific, High Intensity, Residential Services (this level of care is not designated for adolescent populations); and
- 11.2.3.1.5. Level 3.5 – Clinically Managed, Medium Intensity Residential Services.
- 11.2.3.2. ASAM levels of care for Withdrawal Management (Detoxification Services) include the following:
 - 11.2.3.2.1. Level 1 WM – Ambulatory withdrawal management without extended onsite monitoring;
 - 11.2.3.2.2. Level 2 WM – Ambulatory withdrawal management with extended onsite monitoring;
 - 11.2.3.2.3. Level 3.2 WM – Clinically Managed residential withdrawal management; and
 - 11.2.3.2.4. Level 3.7 WM – Medically monitored inpatient withdrawal management.
- 11.2.4. Mental Health Access to Care Standards for mental health services;
- 11.2.5. Criteria for authorization of routine and inpatient care at a community psychiatric hospital;
- 11.2.6. Individuals cannot be required to relinquish custody of minor children in order to access residential SUD treatment services; and
- 11.2.7. Continuing Stay and Discharge Criteria for routine and inpatient care. Mental Health – Access to Care Standards for BHOs may not be used as continuing stay and discharge criteria from routine mental health services and psychiatric inpatient services.
- 11.2.8. The Contractor's clinical supervisor is required to approve and sign-off on all discharges.
- 11.3. **Appointment Standards:** The Contractor shall comply with appointment standards that are consistent with the following:
 - 11.3.1. The Contractor shall make available crisis mental health services on a twenty-four (24) hour, seven (7) days per week basis that may be accessed without full completion of intake evaluations and/or other screening and assessment processes.
 - 11.3.1.1. Emergent mental health care must occur within two (2) hours of a request for mental health services from any source; and
 - 11.3.1.2. Urgent care must occur within twenty-four (24) hours of a request for mental health services from any source.
 - 11.3.2. A routine behavioral health intake evaluation or assessment appointment must be available and offered to every individual within ten (10) business days of the request, with a possible extension of up to an additional ten (10) business days, unless both of the following conditions are met:
 - 11.3.2.1. An intake evaluation or assessment has been provided in the previous twelve (12) months that establishes medical necessity; and

- 11.3.2.2. The SCRBHO or its designee agrees to use the previous intake evaluation or assessment as the basis for authorization decisions.
- 11.3.3. The time period from request from behavioral health services to first routine services appointment offered must not exceed twenty-eight (28) calendar days.
 - 11.3.3.1. The Contractor must document the reason for any delays. This includes documentation when the individual declines an intake appointment within the first ten (10) business days following a request or declines a routine appointment offered within the twenty-eight (28) calendar day timeframe.
 - 11.3.3.2. Ancillary Services referred to a SCRBHO provider (primary or ancillary agency) and accepted by the agency should begin within five (5) working days.
- 11.3.4. The SCRBHO and the Contractor must monitor the frequency of routine appointments that occur after twenty-eight (28) calendar days for patterns and apply corrective action where needed.
- 11.4. **Authorization for SUD Services.** The individual must be determined to have an SUD diagnosis as defined in the current DSM covered by the Washington State Access to Care Standards for BHOs. The individual's impairment(s) and corresponding need(s) must be the result of an SUD diagnosis. The intervention is deemed to be reasonably necessary to improve, stabilize, or prevent the deterioration of functioning resulting from the presence of an SUD diagnosis. The individual is expected to benefit from the intervention. The individual's unmet need cannot be more appropriately met by any other formal or informal system or support.
- 11.5. **Authorization for Mental Health Services.** The individual must be determined to have a mental health diagnosis as defined in the current DSM covered by the Washington State Access to Care Standards for BHOs. The individual's impairment(s) and corresponding need(s) must be the result of a mental health diagnosis. The intervention is deemed to be reasonably necessary to improve, stabilize, or prevent deterioration of functioning resulting from the presence of a mental health diagnosis. The individual is expected to benefit from the intervention. The individual's unmet need cannot be more appropriately met by any other formal or information system or support.
- 11.6. **Authorization for Routine Mental health and SUD Services.** The SCRBHO or its formal designee must make a determination of eligibility for an initial authorization of routine services based on Medical Necessity and the Access to Care Standards for BHOs following the initiation of the intake assessment.
 - 11.6.1. Medical Necessity for Mental Health Services is based on the presence of a covered DSM 5 mental health diagnosis and application of the Washington State Access to Care Standards for BHOs following the initiation of the intake evaluation.
 - 11.6.2. Medical Necessity for SUD Treatment Services is based on the presence of a covered DSM 5 substance related diagnosis and application of the ASAM criteria following as assessment.

- 11.6.3. Authorization and provision of services may begin once medical necessity has been established through the process of beginning an intake evaluation for mental health services or completing an assessment for SUD services.
- 11.6.4. Notice of the authorization decision must be provided as expeditiously as the individual's health condition requires and no later than fourteen (14) calendar days after the request for authorization.
- 11.6.5. An extension of up to fourteen (14) additional calendar days to make the authorization decision is possible upon request by the individual, the BHA, or the SCRBHO if the SCRBHO justifies a need for additional information and how the extension is in the individual's interest.
- 11.6.6. Authorization decisions must be expedited to no longer than three (3) business days after receipt of the request for services if either of the following is true:
 - 11.6.6.1. The individual's presenting behavioral health condition affects their ability to maintain or regain maximum functioning; or
 - 11.6.6.2. The individual presents a potential risk of harm to self or others.
- 11.6.7. The SCRBHO or its formal designee must review requests for additional services to determine a re-authorization following the exhaustion of previously authorized services by the individual. This must include:
 - 11.6.7.1. An evaluation of the effectiveness of services provided during the benefit period and recommendations for changes in methods or intensity of services being provided; and
 - 11.6.7.2. A method for determining if an individual has met discharge criteria.
- 11.7. **Authorization for Payment of Psychiatric Inpatient Services.** The SCRBHO must make an expedited authorization decision and provide notice as expeditiously as the individual's health condition requires and no later than three (3) business days following the receipt of the authorization request. Extensions of up to fourteen (14) calendar days are permitted if the individual or the BHA requests an extension or if the SCRBHO justifies a need for additional information and the delay is in the individual's best interest. Authorization decisions for psychiatric inpatient care must be made within one (1) hour of initial call.
 - 11.7.1. Only a psychiatrist or doctoral level-clinical psychologist may deny a request for psychiatric inpatient care.
- 11.8. **Authorization for Withdrawal Management Services.**
 - 11.8.1. Initial admissions are determined based on medical necessity and appropriateness of placement by the admitting provider.
 - 11.8.2. Services are to be delivered in settings that meet the requirements of WAC 388-877B for individuals who have met the screening criteria.
- 11.9. **Notice of Action.** The SCRBHO must notify the requesting provider, and give the individual or their authorized representative written notice of any decision by the SCRBHO to deny a service authorization request, or to authorize a service in

an amount, duration, or scope that is less than requested. If the authorization is denied an Notice of Action must be provided to the individual or their authorized representative within the required timeframes in the Grievance Procedures.

11.10. Transition of Payment for SUD Treatment Services.

11.10.1. As of April 1, 2016, the SCRBHO will be responsible for payment for all services for individuals in a course of treatment that was started under a fee for service arrangement with any DSHS contracted provider for SUD services that are now covered by this contract.

11.10.1.1. The Contractor must develop a safe, medically appropriate transition plan, considering the health and safety of the transitioning individual.

11.10.1.2. The SCRBHO will authorize and become responsible for continuing payment for Medicaid services for individuals in a course of treatment that began prior to April 1, 2016 for up to sixty (60) calendar days after the implementation date, or until one of the following occurs based on the ASAM criteria:

11.10.1.2.1. The course of treatment is complete, or

11.10.1.2.2. The SCRBHO evaluates the client and determines that services are no longer necessary, or

11.10.1.2.3. The SCRBHO determines that a different course of treatment is indicated.

11.10.1.3. The SCRBHO will authorize and become responsible for Involuntary Treatment services to continue in accordance with RCW 70.96A.140 using ASAM Criteria to determine length of stay.

11.11. **Additional Allowable Services.** The Contractor may provide services in lieu of those described in the Medicaid State Plan and allowed under Medicaid. The services must meet all DBHR licensing and certification standards and be medically necessary. The Contractor is not required to provide these services in lieu of Medicaid state plan services. All costs and encounter reporting requirements are the same for any provided in lieu of services.

11.12. **Utilization Management Plan.** The SCRBHO Utilization Plan may not be structured in such a way as to encourage individuals or entities to deny, limit, or discontinue medically necessary services.

11.12.1. The SCRBHO shall have a medical director (consultant or staff) who is qualified to provide guidance, leadership, oversight, utilization and quality assurance for the behavioral health programs. These following activities may be carried out in conjunction with the administrative staff or other clinical staff, but are the responsibility of the medical director to oversee. Utilization Management reviews must have the following components:

11.12.1.1. Services requested in comparison to services identified as medically necessary;

11.12.1.2. A review of youth receiving medication without accompanying behavioral or therapeutic intervention;

- 11.12.1.3. Level of Care authorized for SUD treatment services based on ASAM criteria in comparison to treatment services delivered;
- 11.12.1.4. A review of trends and patterns identified in the Individual Service Plan have been met, have been discontinued or have continued need;
- 11.12.1.5. Patterns of denials;
- 11.12.1.6. Use of Evidence-Based and other identified practice guidelines;
- 11.12.1.7. Use of discharge planning guidelines;
- 11.12.1.8. Community standards governing activities such as coordination of care among treating professionals; and
- 11.12.1.9. Coordination with Federally Recognized Tribal and Recognized American Indian Organizations (RAIO) and other agencies.
- 11.12.2. The SCRBHO must establish criteria for and document and monitor:
 - 11.12.2.1. Consistent application of Medical Necessity criteria and Level of Care Guidelines including the use of Access to Care Standards and ASAM criteria;
 - 11.12.2.2. Consistent application of criteria for authorization decisions for continuing stay and discharge;
 - 11.12.2.3. Appropriate inclusion of providers in utilization decisions; and
 - 11.12.2.4. Over and under-utilization of services.

12. CARE MANAGEMENT

- 12.1. **Care Management:** Care Management is a set of clinical management oversight functions that shall be performed by the SCRBHO or its designee, which includes:
 - 12.1.1. Individual Service Plans must be developed in compliance with WAC 388-877-0620.
 - 12.1.2. The Contractor must require that individuals are actively included in the development of their individualized service plans and Advance Directives for psychiatric care and crisis plans;
 - 12.1.3. This must include but not be limited to children and their families (e.g. caregivers, significant others, parents, foster parents, assigned/appointed guardians, siblings);
 - 12.1.4. At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, describing how the individual sees progress;
 - 12.1.5. The Individual Service Plan must address the overall identified needs of the individual, including those best met by another service delivery system, such as education, primary medical care, child welfare, drug and alcohol, developmental disabilities, aging and adult services, corrections, and juvenile justice as appropriate; and

- 12.1.6. The Contactor must ensure that there is coordination with the other service delivery systems responsible for meeting the identified needs.

12.2. Continuity of Care.

- 12.2.1. The Contractor must ensure that for individuals who have a suspected or identified physical health care problem the following must occur:
 - 12.2.1.1. Appropriate referrals are made to a physical health care provider and coordinate with any managed care organization serving the individual; and
 - 12.2.1.2. The individualized service plan identifies medical concerns and plans to address them.
- 12.2.2. The Contractor must coordinate with the Children's Long-term Inpatient Programs (CLIP) Administration to develop CLIP resource management guidelines and admissions procedures. The Contractor must enter into, and comply with, a written agreement with the CLIP Administration regarding resource management guidelines and admissions procedures.

12.3. Allied System Coordination.

- 12.3.1. The SCRBHO must coordinate with all allied system identified by DSHS as necessary to ensure continuity of care for individuals
- 12.3.2. The SCRBHO will provide the Contractor a copy of each written Allied System Coordination Agreement no later than May 15, 2016.
- 12.3.3. The Contractor shall adhere to all written agreements between the SCRBHO and any allied system.

12.4. Children's Mental Health.

- 12.4.1. Contractors who implement Wraparound with Intensive Services (WISe) as part of their service delivery must adhere to the most current version of the WISe Manual and meet the requirements of the WISe Quality Management Plan.

12.5. Transition Age Youth.

- 12.5.1. The Contractor must maintain a process for addressing the needs of Transition Age Youth (ages sixteen (16) to twenty-one (21)) in their care/treatment plans. The Process must contain or address:
 - 12.5.1.1. A comprehensive transition plan linked across systems that identify goals, objectives, strategies, supports, and outcomes;
 - 12.5.1.2. Individual behavioral health needs in the context of a Transition Age Youth, which include supported transition to meaningful employment, post-secondary education, technical training, housing, community supports, natural supports, and cross-system coordination with other system providers;
 - 12.5.1.3. For Youth who require continued services in the adult behavioral health system must identify transitional services that allow for consistent and coordinated services and supports for young people and their parents; and

- 12.5.1.4. Developmentally and culturally appropriate adult services that are relevant to the individual or population.
- 12.6. **Co-Occurring Disorder Screening and Assessment:** The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for SUD and mental disorders as required by RCW 70.96C. Failure to maintain the screening and assessment process must result in remedial actions up to and including financial penalties as described in the Remedial Action section of this Agreement.
- 12.6.1. The Contractor must attempt to screen all individuals aged thirteen (13) and above through the use of DSHS/DBHR provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS) during:
- 12.6.1.1. All new intakes and assessments; and
- 12.6.1.2. The provision of each crisis episode of care including Involuntary Treatment Act (ITA) investigations services, except when:
- 12.6.1.2.1. The service results in a referral for an intake assessment;
- 12.6.1.2.2. The service results in an involuntary detention under RCW 71.05, 71.34 or 70.96B;
- 12.6.1.2.3. The contact is by telephone only; and
- 12.6.1.2.4. The professional conducting the crisis intervention or ITA investigation has information that the individual completed a GAIN-SS screening within the previous twelve (12) months.
- 12.6.2. The GAIN-SS screening must be completed as self-report by the individual and signed by that individual on DSHS/DBHR GAIN-SS form. If the individual refuses to complete the GAIN-SS screening or if the clinician determines the individual is unable to complete the screening for any reason this must be documented on DSHS/DBHR GAIN-SS form.
- 12.6.3. The results of the GAIN-SS screening, including refusals and unable-to-completes, must be reported to DSHS/DBHR through the Behavioral Health Data Store.
- 12.6.4. The Contractor must complete a co-occurring mental health and SUD assessment as outlined in the Substance Abuse and Mental Health Services Administration (SAMHSA)/Center for Substance Abuse Treatment (CSAT) Treatment Improvement Protocol 42, to determine a quadrant placement for the individual when the individual scores a two (2) or higher on either of the first two (2) scales (ID Screen & ED Screen) and a two (2) or higher on the third (SD Screen).
- 12.6.4.1. The assessment is required during the next outpatient treatment planning review following the screening and as part of the initial evaluation at free-standing, non-hospital, evaluation and treatment facilities. The assessment is not required during crisis interventions or ITA investigations. The quadrant placements are defined as:

- 12.6.4.1.1. Less severe mental health disorder/less severe substance disorder;
 - 12.6.4.1.2. More severe mental health disorder/less severe substance disorder;
 - 12.6.4.1.3. Less severe mental health disorder/more severe substance disorder; or
 - 12.6.4.1.4. More severe mental health disorder/more severe substance disorder.
- 12.6.5. The quadrant placement must be reported to DSHS/DBHR through the Behavioral Health Data Store.
- 12.7. **No Beds Available for Persons Meeting Detention Criteria - Report.**
- 12.7.1. The Contractor shall ensure that their DMHPs make a report to the SCRBHO when he or she determines a person meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are not any beds available at the evaluation and treatment facility, the person has not been provisionally accepted for admission by a facility, and the person cannot be served on a single bed certification or less restrictive alternative.
 - 12.7.2. Starting at the time when the DMHP determines a person meets detention criteria, the investigation has been completed and when no bed is available, the DMHP must submit a completed report to the SCRBHO Contact listed on page 1 within twenty-four (24) hours. The notification report must contain at a minimum:
 - 12.7.2.1. The date and time that the investigation was completed;
 - 12.7.2.2. The identity of the responsible BHO;
 - 12.7.2.3. A list of facilities which refused to admit the person;
 - 12.7.2.4. Identifying information for the person, including age or date of birth; and
 - 12.7.2.5. Other reporting elements deemed necessary or supportive by DSHS.
 - 12.7.3. The BHO receiving the notification report must attempt to engage the person in appropriate services for which the person is eligible and report back within seven (7) days to DSHS.
 - 12.7.4. The BHOs are required to implement an adequate plan to provide evaluation and treatment services, which may include the development of less restrictive alternatives to involuntary treatment, or prevention programs reasonable calculated to reduce demand for evaluation and treatment.
 - 12.7.5. DSHS will initiate corrective action when appropriate to ensure an adequate plan is implemented. Corrective actions may include remedies under RCW 71.24.330 and 43.20A.894, including requiring expenditure of reserve funds. DSHS may initiate corrective action plans for those BHOs lacking an adequate network of evaluation and treatment services to ensure access to treatment.

12.8. **Wraparound with Intensive Services (WISe) Reporting - Children's Mental Health.**

12.8.1. BHO's who implement WISe as part of their service delivery must report on actions taken in response to WISe Quality Management Plan reports and associated outcomes.

12.9. **Special Populations:** The Contractor must ensure that individuals who self-identify as having specialized cultural, ethnic, linguistic, disability, or age related needs have those needs addressed. Referrals for specialty service consultation should be tracked through the treatment plan and progress notes. If a provider identifies a need, but it is deferred by the individual, the provider must document why they are not addressing it at this time.

13. **QUALITY MANAGEMENT**

13.1. The Contractor must participate with the SCRBHO and DSHS/DBHR in the implementation, update, and evaluation of the DBHR Quality Strategy.

13.2. The SCRBHO shall conduct an annual review of the Contractors within the SCRBHO network. All collected data including SCRBHO monitoring results, external quality review findings, agency audits, sub-contract monitoring activities, individual Grievances and services verification shall be incorporated into this review. This review must be included in the SCRBHO's ongoing quality management program.

13.2.1. This review may be combined with a formal review of services performed pursuant to the State Behavioral Health Agreement between the SCRBHO and DSHS/DBHR.

13.3. The SCRBHO shall invite individuals and individuals' families that are representative of the community being served, including all age groups, to participate in planning activities and in the implementation and evaluation of the public mental health system.

13.4. The SCRBHO must have in effect mechanisms to detect both underutilization and overutilization of services; and to assess the quality and appropriateness of care furnished to Enrollees with special behavioral health care needs.

13.5. **Quality Review Activities.** The SCRBHO and the Contractor shall participate with DSHS in review activities. Participation must include at a minimum:

13.5.1. The submission of requested materials necessary for a DSHS/DBHR and/or SCRBHO initiated review within thirty (30) calendar days of the request;

13.5.2. The completion of site visit protocols provided by DSHS/DBHR and/or SCRBHO;

13.5.3. Assistance in scheduling interviews and agency visits required for the completion of the review; and

13.5.4. The SCRBHO may establish measures designed to maintain quality of services, controls costs and is consistent with its responsibilities to individuals.

- 13.6. **Practice Guidelines**
- 13.6.1. Practice Guidelines are systematically developed statements designed to assist in decisions about appropriate behavioral health treatment. The guidelines are intended to assist practitioners in the prevention, diagnosis, treatment, and management of clinical conditions.
- 13.6.2. Contractors shall collaborate with the SCRBHO to identify and implement the practice guidelines.
- 13.7. **External Quality Review.** The SCRBHO shall submit and the Contractor shall cooperate with an annual, external independent review of the quality outcomes, timeliness of, and access to, the services covered under each Agreement or contract. In addition, the SCRBHO, the Contractor, and the Contractor's Subcontractors must work with the External Quality Review Organization (EQRO) Contractor set forth by DSHS to schedule a time for the monitoring review that works for both parties.
- 13.7.1. The monitoring review process must use standard methods and data collection tools and methods found in the Center for Medicare & Medicaid Services (CMS) External Quality Review Protocols to assess the SCRBHO's compliance with regulatory requirements, adherence to quality outcomes, and timeliness of, and access to, services provided by the SCRBHO.
- 13.7.2. In the event the SCRBHO, the Contractor, or any of the Contractor's Subcontractors do not provide ready access to any information or facilities for the EQRO monitoring review during the scheduled time, the Contractor shall incur any costs for re-scheduling the EQRO Contractor to return and finish its review.
- 13.7.3. DSHS must provide a copy of the final EQRO monitoring review report to the SCRBHO, through print or electronic media and upon request to interested parties such as individuals, mental health advocacy groups, and members of the general public.
- 13.7.4. The SCRBHO must, upon request provide evidence of how external quality review findings, agency audits, contract monitoring activities and individual Grievances are used to identify and correct problems and to improve care and services to individuals.
- 13.8. **Encounter Data Validation (EDV) Reports.** The SCRBHO must ensure the accuracy of encounters submitted to the Department by reviewing error reports, error resolution reports, timeliness reports, as well as by screening the Subcontractors data for completeness, logic and consistency. The SCRBHO must conduct encounter validation checks using the following guidelines:
- 13.8.1. If the BHO has one (1) to ten (10) network providers, the minimum sample size must be equal to or greater than four hundred eleven (411) encounters. If the Contractor has eleven (11) to twenty (20) network providers, the minimum sample size must be equal to or greater than eight hundred twenty-two (822) encounters. If the Contractor has twenty-one (21) or more network providers, the minimum sample size must be equal to or greater than one thousand two hundred thirty-three (1,233) encounters;

- 13.8.2. If the BHO has one (1) to ten (10) network providers, the sample of encounters must be selected from one hundred (100) individual charts. If the Contractor has (11) to twenty (20) network providers, the sample of encounters must be selected from two hundred (200) individual charts. If the Contractor has twenty-one (21) or more network providers, the sample of encounters must be selected from three hundred (300) individual charts;
- 13.8.3. Individual charts and corresponding encounters must be randomly selected, and be representative of the proportion of individuals served (children vs. adults) within the SCRBHO's service area for the twelve (12) month period (October-September); and
- 13.8.4. Verification for each randomly selected encounter record shall include the following minimum data elements:
 - 13.8.4.1. Date of service;
 - 13.8.4.2. Name of service provider;
 - 13.8.4.3. Procedure Code;
 - 13.8.4.4. Service units/duration;
 - 13.8.4.5. Service Location;
 - 13.8.4.6. Provider Type; and
 - 13.8.4.7. Service Code Agrees with Treatment Described.
- 13.8.5. The SCRBHO must submit EDV Reports to DSHS/DBHR by June 30, 2017 for the period of April 2016 through March 2017. Reports must minimally address the following key areas:
 - 13.8.5.1. Method of validation process (i.e., study time frame, staff involved, request for record and review process);
 - 13.8.5.2. Sampling methodology, including data source and stratification;
 - 13.8.5.3. Record review tool(s) and audit guide employed;
 - 13.8.5.4. Scoring methods;
 - 13.8.5.5. Data analysis, results, and summary of findings; and
 - 13.8.5.6. Conclusions, limitations, and opportunities for improvement, including corrective action plans, if applicable.
- 13.9. **Performance Improvement Projects and Performance Measures:** The SCRBHO must determine where improvement is needed, in alignment with the DSHS Strategic Plan, and continue to conduct or implement at least three (3) Performance Improvement Projects (PIPs), at all times during the Agreement period.
 - 13.9.1. For purposes of this Agreement, the SCRBHO must at all times be conducting two (2) clinical PIP and one (1) non-clinical PIP.
 - 13.9.1.1. One of these three (3) PIPs must be a Children's PIP that falls within the population including children, youth, and young adults up to age twenty-one (21)).

- 13.9.1.2. One (1) of the PIPs must be specific to SUD treatment practices.
- 13.9.2. Core Performance Measures (PMs): Core PMs are taken from the measures identified through the HB 1519/SB 5732 process. DSHS will generate the PMs statewide and by BHO on a quarterly basis with a maximum of a twelve (12) month lag. DSHS will provide baseline data for the two (2) mental health PMs (Core PMs #1 and #2), including annual improvement targets. BHO baseline for the two (2) SUD PMs (Core PM #3 and #4) will not be established until April, 2018.
- 13.9.2.1. Core PM #1: Psychiatric Hospitalization Readmission Rate: Proportion of acute psychiatric inpatient stays (during the measurement year) that were followed by an acute psychiatric re-admission within thirty (30) days.
- 13.9.2.2. Core PM #2: Mental Health Treatment Penetration: Percentage of Adult individuals identified in need of mental health treatment where treatment is received during the measurement year.
- 13.9.2.3. Core PM #3: SUD Treatment Penetration: Percentage of adults identified as in need of alcohol and drug treatment where treatment is received during the measurement year.
- 13.9.2.4. Core PM #4: SUD Treatment Initiation and Engagement (Washington Circle Adaptation): The percentage of individuals who engage in services after an admission to treatment and the percentage of individuals with continuity of care after admission to treatment.
- 13.10. **Evidence/Research-Based Practices:** The SCRBHO and the Contractor will participate with DSHS to increase the use of Evidence/Research-Based Practices, with a particular focus on increasing these practices for children and youth receiving behavioral health treatment services as identified through legislative mandates. This includes:
- 13.10.1. Participation in DBHR sponsored training in the Trauma-Focused Cognitive Behavioral Therapy (TF-CBT/CBT) and CBT-Plus (TF-CBT/CBT+) evidence/research-based practices. The Contractor is expected to maintain a workforce trained in TF-CBT/CBT+ sufficient to implement the practice within the Contractor's service area.
- 13.10.2. At a minimum, children/Youth enrolled in mental health treatment services will receive an Evidence/Research Based Practice according to the percentages and dates listed in the DSHS contract, Exhibit J.
- 13.10.3. The Contractor must track evidence-based and research-based practices identified by the Washington State Institute of Public Policy (WSIPP) and report the services as specified in DBHR's Service Encounter Reporting Instructions (SERI).
- 13.11. **Monitoring.** The SCRBHO will conduct a fiscal monitoring at least annually which may occur during or after the current contract period. The purpose of the monitoring is to document that the Contractor is fulfilling the requirements of the Agreement.

13.12. **Administrative Review Activities**

- 13.12.1. The SCRBHO, DSHS, Office of the State Auditor, the Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), the Comptroller General, or any of their duly-authorized representatives, may conduct announced and unannounced:
- 13.12.1.1. Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement;
 - 13.12.1.2. Reviews regarding the quality, appropriateness, and timeliness of behavioral health services provided by the Contractor and its Subcontractors under this Agreement; and
 - 13.12.1.3. Audits and inspections of financial records of the Contractor or subcontractor, 42CFR 438.6(g);
 - 13.12.1.4. Audit and inspect any books and records of the Contractor and any subcontractor, that pertain to the ability of the entity to bear the risk of potential financial losses, or to services performed or determinations of amounts payable under the contract, SSA 1903(m)(A)(iv); and
 - 13.12.1.5. On-site inspections of any and all Contractor and subcontractor locations.
- 13.12.2. The Contractor shall notify the SCRBHO when an entity other than the SCRBHO performs any audit or review described above related to any activity contained in this Agreement.

14. **SUBCONTRACTS**

- 14.1. All Subcontracts must be in writing and made available, in the requested format, upon request to the SCRBHO. Subcontracts must specify all duties, responsibilities, and reports delegated under this Agreement and require adherence with all federal and state laws that are applicable to the Subcontractor.
- 14.2. The Contractor shall not contract with any subcontractors that are excluded or disqualified from participating in Federal Assistance Programs. The Contractor must verify that the agency they intend to Contract with is not excluded or disqualified. This may be accomplished by any of these options:
- 14.2.1. Checking five percent (5%) Exclusions; or
 - 14.2.2. Collecting a self-attestation form from the subcontractor; or
 - 14.2.3. Adding a clause or condition to the covered transaction with that person.
- 14.3. **Delegation:** A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor must monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis. The SCRBHO reserves the right to monitor a Subcontractor of the Contractor.
- 14.4. **Required Provisions.** Contractors and any BHA's are required to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activity to be performed under this Agreement.

- 14.4.1. Within thirty (30) days of execution of a subcontract to perform any function under this Agreement, the Contractor shall submit copies of the subcontracts to the SCRBHO.
 - 14.4.1.1. When substantially similar contracts are executed with multiple Subcontractors an example contract may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all Subcontractors for each contract and the period of performance must also be submitted.
 - 14.4.1.2. Amendments to subcontracts must be submitted with a summary of the changes made to the original subcontracts within forty-five (45) days following the end of each calendar year. In the event that the contract performance period does not encompass a full report period the Contractor shall provide a report for the partial period.
 - 14.4.1.3. Copies are to be provided in word format via email.
 - 14.4.1.4. Subcontracts must require Subcontractors to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activity to be performed under this Agreement.
- 14.4.2. All Subcontracts with BHAs must comply with 42 CFR §438.214(a) as enacted or amended.
- 14.4.3. Subcontracts must require adherence to the Americans with Disabilities Act.
- 14.4.4. Subcontracts for the provision of behavioral health services must require compliance and implementation of the Mental Health Advance Directive statutes.
- 14.4.5. Subcontracts must require Subcontractors to cooperate with Quality Review Activities and provide access to their facilities, personnel and records.
- 14.4.6. For Subcontractors providing WISE, the Subcontractor must adhere to the most current version of the WISE Manual and participate in all WISE-related quality activities.
- 14.4.7. Subcontracts for the provision of behavioral health services must require Subcontractors to provide individuals access to translated information and interpreter services as described in the Information Requirements section of this Agreement.
- 14.4.8. Subcontracts must require Subcontractors to notify the Contractor in the event of a change in status of any required license or certification.
- 14.4.9. Subcontracts must require Subcontractors to participate in training when requested by DSHS/DBHR and/or the SCRBHO. Requests of exception for DSHS/DBHR training must be in writing to the SCRBHO and include a plan for how the required information is be provided to targeted Subcontractor staff.
 - 14.4.9.1. Annually, all community behavioral health employees who work directly with individuals must be provided with training on safety and violence prevention topics described in RCW 49.19.030.

- 14.4.10. Subcontracts must require compliance with State and Federal non-discrimination policies; HIPAA; the SCRBHO Data Dictionary; and Data Security Requirements.
- 14.4.11. Subcontracts must define a clear process to be used to revoke delegation, impose corrective action, or take other remedial actions if the Subcontractor fails to comply with the terms of the subcontract.
- 14.4.12. Subcontracts must require that the Subcontractor correct any areas of deficiencies in the Subcontractor's performance that are identified by the SCRBHO or DSHS/DBHR as part of a Subcontractor review.
- 14.4.13. Subcontracts for the provision of behavioral health services must require that subcontractors provide written or oral notification no later than fifteen (15) calendar days after termination of an MHCP, MHP, CDP, or CDPT to individuals currently open for services who had received a service from the affected MHCP, MHP, CDPT, CDPT in the previous sixty (60) calendar days. Notification must be verifiable in the individual medical record at the BHA.
- 14.4.14. Subcontracts must require that the Subcontracted BHA's comply with the SCRBHO's policy and procedures for utilization of Access to Care Standards for BHOs, Distance Standards, and Access Standards.
- 14.4.15. Subcontracts for the provision of behavioral health services must require that the Subcontractor implement a Grievance process that complies with 42 CFR §438.400 as described in this Agreement.
- 14.4.16. In accordance with Medicaid being the payer of last resort, subcontracts must require the pursuit and reporting of all Third Party Revenue related to services provided under this Agreement.
- 14.4.17. Subcontracts for the provision of behavioral health services must require the use of DSHS/DBHR provided Integrated Co-Occurring Disorder Screening tool and require staff that will be using the tool to attend trainings on the use of the screening and assessment process that includes use of the tool and quadrant placement. In addition, the subcontract must contain terms requiring corrective action if the Integrated Co-Occurring Disorder Screening and Assessment process is not implemented and maintained throughout the Contract period of performance.
- 14.4.18. The Contractor must provide information regarding grievance, appeal, and fair hearing procedures and timeframes as set forth in the Grievance section of this Agreement at the time the Subcontractor enters into a contract to provide services as stated in 42 CFR § 438.10(g)(1).
 - 14.4.18.1. A condition of the Subcontract will be that all BHAs and other Subcontractors will abide by all Grievance and Fair Hearing decisions.
- 14.4.19. The Contractor must inform the Subcontractor(s), at the time they enter into a contract to provide services, of the toll-free number that can be used to file oral grievances and appeals.
- 14.4.20. GAIN-SS.

- 14.4.20.1. The Contractor must use the GAIN-SS and assessment process that includes use of the quadrant placement.
- 14.4.20.2. If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, this information must be considered in the development of the treatment plan including appropriate referrals.
- 14.4.20.3. Documentation of the quadrant placement during the Assessment/Admission process and again upon discharge is input into the Behavioral Health Data Store.
- 14.4.21. Subcontracts for the provision of behavioral health services must require Subcontractors to resubmit data when rejected by the SCRBHO due to errors. The subcontract must require the data to be re-submitted within fourteen (14) days of when the error report was produced.
- 14.4.22. Subcontracts must contain the same requirements for crisis services as in this Agreement.
- 14.4.23. Subcontracts for the provision of behavioral health services must require the Subcontractor respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess or purchase a firearm under RCW 9.41.040(2)(a)(ii), 9.41.070, or 9.41.090.
- 14.4.24. The Contractor shall maintain a copy of any Subcontractor's insurance and any changes thereto and shall provide access and/or copies to the SCRBHO along with subcontract upon request.
- 14.4.25. Subcontracts must require that the Subcontractor maintain professional liability and other comprehensive liability insurance consistent with the scope of services rendered in the subcontract.
- 14.4.26. Subcontracts must require Subcontractor upon execution of the subcontract, sign the Assurances and Representations attached hereto as Exhibit C, copy of which shall be provided to the SCRBHO upon request.
- 14.4.27. Subcontracts must require that potential Medicaid individuals are offered assistance with accessing enrollment into health plans if the potential individual is uninsured at the time they present for services.
- 14.5. **Subcontractor Reviews.** The SCRBHO must conduct periodic reviews of its contractors at least once per contract period, and must initiate corrective action when necessary. All collected data including monitoring results, agency audits, contract monitoring activities, Grievances, and services verification must be incorporated into this review. This review must be included in the SCRBHO's ongoing quality management program.
 - 14.5.1. The periodic review must be based on the specific delegation agreement with each Subcontractor, and must at least address the following:
 - 14.5.1.1. Traceability of Services — Traceability of Services — The SCRBHO must ensure that medical necessity is established and documented, and that the Access to Care Standards for BHOs for mental health and/or substance use disorder criteria have been met. This shall including the application of the placement guidelines in ASAM Criteria. Once medical necessity has been

established and documented, the SCRBHO must monitor individual records to ensure that authorized services are appropriate for the diagnosis that the treatment plan reflects the identified needs, and that progress notes support the use of each authorized state-plan service. The SCRBHO must also monitor individual records to make sure that an appropriate one hundred eighty (180) day review is conducted to update the service plan, diagnostic information and provide justification for level of continued treatment.

- 14.5.1.2. **Timeliness of Services** — The SCRBHO must ensure that individuals receive services in a timely manner. The SCRBHO must monitor and, measure the timeliness of services rendered to individuals according to the following guidelines:
 - 14.5.1.2.1. Emergent Mental Health Services = two (2) hours from request;
 - 14.5.1.2.2. Urgent Mental Health Services = twenty-four (24) hours from request;
 - 14.5.1.2.3. Initial Inpatient Certification = twelve (12) hours from request;
 - 14.5.1.2.4. Crisis and Phone Service = 24/7/365 availability. Phones answered by live person;
 - 14.5.1.2.5. Post discharge services = Individuals need to receive an outpatient mental health service within seven (7) calendar days of discharge from a psychiatric inpatient stay or residential SUD treatment stay;
 - 14.5.1.2.6. Routine Intake Evaluation or Assessment for Behavioral Health services = ten (10) calendar days from Request; and
 - 14.5.1.2.7. First Routine Outpatient Service = twenty-eight (28) calendar days from request.
 - 14.5.1.2.8. If behavioral health services are not rendered within these guidelines, the Contractor must monitor the reason and appropriateness of the delay as documented in the clinical record.
- 14.5.1.3. **Coordination of Primary Care** — The SCRBHO must ensure that individuals with complex medical needs, who have no assigned Primary Care Provider (PCP), are assisted with obtaining a PCP. For individuals who already have a PCP, the Contractor must coordinate care as needed. The SCRBHO must also ensure that coordination for those with complex medical needs is tracked through the treatment plan and progress notes.
- 14.5.1.4. **Practice Guidelines** — The SCRBHO must monitor whether the providers are using identified practice guidelines.
- 14.5.1.5. **Grievances** — The SCRBHO must ensure that network providers have a process in place for reporting, tracking, and resolving

customer expressions of dissatisfaction (i.e. Grievances). The SCRBHO must monitor and report Grievances documented in the provider level, as well as those documented in the Ombuds records. The SCRBHO must also monitor the frequency and type of individual Grievances to ensure that systematic issues are appropriately addressed. Network providers must have a grievance process that is consistent with WAC 388-877A-0410 through 0460.

- 14.5.1.6. Critical Incidents — The SCRBHO must ensure that network providers follow requirements for reporting to the SCRBHO and managing critical incidents. The SCRBHO must track and monitor the incidents that occur within its provider network, and determine if the incidents are responded to in an appropriate and timely manner. If a pattern that suggests a systematic issue is identified, the SCRBHO must monitor the provider's actions toward resolving the issue.
- 14.5.1.7. Information Security — The SCRBHO must ensure that network providers and other contractors actively follow federal regulations for managing personal health information (HIPAA/HITECH), and appropriately report any violations.
- 14.5.1.8. Disaster Recovery Plans — The SCRBHO must ensure that individual services and electronic data can be recovered following a natural disaster or computer systems failure. The SCRBHO must monitor each provider's Disaster Recovery and Business Continuity Plan to ensure that they are periodically tested and updated. The SCRBHO must also monitor each provider's natural disaster plan to ensure continuation of services and consistency in care to individuals.
- 14.5.1.9. Excluded Providers — The SCRBHO must monitor to ensure that provider agencies are providing initial screening and on-going monitoring for excluded providers. The SCRBHO must monitor their own staff, board, and subcontractors to ensure that they are not excluded entities.
- 14.5.1.10. Fiscal Management — The SCRBHO must monitor and document the provider's cost allocations, revenues, expenditures and reserves in order to ensure that Medicaid dollars under this Contract are being spent appropriately under WAC 388-865-0270.
- 14.5.1.11. Licensing and Certification Issues — The SCRBHO must have the responsibility for the oversight of their providers, including but not limited to ensuring licenses and certifications are current and that any findings during any review are corrected.

15. INDIVIDUAL RIGHTS AND PROTECTIONS

- 15.1. The Contractor and affiliated service providers must comply with any applicable Federal and State laws that pertain to individual rights and protections. The Contractor must ensure that its staff takes rights into account when furnishing

services to individuals. Any changes to applicable law must be implemented within ninety (90) calendar days of the effective days of the change.

- 15.2. The Contractor must maintain written policies and procedures addressing all requirements under this section. Policies and procedures must comply with 42 CFR, RCW 71.24, and WAC 388-877.
- 15.3. The Contractor shall have written policies regarding the rights specified below:
 - 15.3.1. The right for individuals to be treated with respect and due consideration of the individual's dignity and privacy;
 - 15.3.2. The right for individuals to receive information on available treatment options and alternatives in a manner appropriate to the individual's ability to understand;
 - 15.3.3. The right for individuals to participate in decisions regarding their health care, including the right to refuse services;
 - 15.3.4. The right for individuals to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation; and
 - 15.3.5. The right for individuals to request and receive a copy of their medical records, and request amendments or corrections as specified in 45 CFR 164 and WAC 388-877-0600.
- 15.4. **Free Exercise of Rights.** The Contractor must ensure that each individual is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Contractor and its subcontractors treat individuals.
 - 15.4.1. The Contractor must establish policies and procedures to ensure that the exercising of these rights do not adversely affect the way the Contractor treats the individual.
- 15.5. The Contractor must require that MHPs, MHCPs, CDP, and CDPTs acting within the lawful scope of their practice, are not prohibited or restricted from advising or advocating on behalf of an individual with respect to:
 - 15.5.1. The individual's behavioral health status;
 - 15.5.2. Receiving all information regarding behavioral health treatment options including any alternative or self-administered treatment, in a culturally-competent manner;
 - 15.5.3. Receiving any information the individual needs in order to decide among all relevant behavioral health treatment options;
 - 15.5.4. Receiving information about risks, benefits, and consequences of behavioral health treatment (including the option of no behavioral health treatment);
 - 15.5.5. The individual's right to participate in decisions regarding his or her behavioral health care, including the right to refuse behavioral health treatment and to express preferences about future treatment decisions;
 - 15.5.6. The individual's right to be treated with respect and with due consideration for his or her dignity and privacy;
 - 15.5.7. The individual's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;

- 15.5.8. The individual's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR Part 164;
 - 15.5.9. The individual's right to be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the SCRBHO, BHA, MHP, MHCP, CDP, or CDPT treats the individual; and
 - 15.5.10. Any of the Rights and Protections as listed in the Washington Medicaid Behavioral Health Benefits Booklet published by DSHS.
- 15.6. **Ombuds**
- 15.6.1. The SCRBHO must provide a behavioral health Ombuds as described in WAC 388-865-0250 and RCW 71.24.350
- 15.7. **Advance Directives.** The Contractor must maintain written policies and procedures for Advance Directives that meet the current requirements of 42 CFR §422.128 and RCW 71.32.
- 15.7.1. The Contractor must inform all individuals of their right to a Mental Health Advance Directive, and must provide technical assistance to those who express an interest in developing and maintaining one. This requirement includes individuals diagnosed with a SUD as per RCW 71.32, which states that "Mental Disorder" means any organic, mental, or emotional impairment which has substantial adverse effects on an individual's cognitive or volitional functions.
 - 15.7.2. The Contractor must inquire whether individuals have active Medical Advance Directives, and must provide those who express an interest in developing and maintaining Medical Advance Directives with information about how to initiate a Medical Advance Directive.
 - 15.7.3. The Contractor must not establish any conditions of treatment or in any way discriminate against an individual based on the existence or absence of an Advance Directive.
 - 15.7.4. The Contractor must provide training to its staff on policies and procedures regarding Advance Directives.
 - 15.7.5. The Contractor and its subcontractors must maintain current copies of any Medical and/or Mental Health Advance Directives in the individual's clinical record.
 - 15.7.6. The Contractor and its subcontractors must provide written information to individual that includes:
 - 15.7.6.1. A description of their rights for Mental Health Advance Directive under current RCW 71.32 (changes must be included within ninety (90) days of the effective date of any changes to the RCW);
 - 15.7.6.2. The Contractor's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of a Mental Health Advance Directive as a matter of Conscience; and

- 15.7.6.3. Information regarding how to file a Grievance concerning noncompliance with a Mental Health Advance Directive with the Washington State DOH.

15.8. Cultural Considerations.

- 15.8.1. The Contractor must participate in and cooperate with the SCRBHO's efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs (42 CFR 438.206(c)(2)).
- 15.8.2. At a minimum, the Contractor and its contracted BHAs must:
- 15.8.2.1. Offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each individual with limited English proficiency at all points of contact, in a timely manner during all hours of operation. (CLAS Standard 4);
 - 15.8.2.2. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);
 - 15.8.2.3. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing. (CLAS Standard 6);
 - 15.8.2.4. Ensure the competency of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);
 - 15.8.2.5. Provide easy-to-understand print, multimedia materials, and signage in the languages commonly used by the populations in the service area, presented in an easily understood format. (CLAS 8);
 - 15.8.2.6. Establish culturally and linguistically appropriate goals. (CLAS Standard 9);
 - 15.8.2.7. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities. (CLAS Standard 10);
 - 15.8.2.8. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery. (CLAS 11); and
 - 15.8.2.9. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS 14).
- 15.8.3. The SCRBHO shall provide DSHS with an annual report evidencing its compliance with each CLAS standard.

- 15.9. **Choice of Practitioner.** The Contractor must offer each individual a choice of participating MHPs, MHCPs, CDPs, or CDPTs within their agency.
- 15.9.1. If the individual does not make a choice within fourteen (14) business days of being informed, the SCRBHO or its designee must assign an MHP, MHCP, CDP, or CDPT no later than fourteen (14) business days following the request for behavioral health services.
- 15.9.2. The SCRBHO must inform the individual that he or she may change MHPs, MHCPs, CDPs, or CDPTs.
- 15.10. **Second Opinion.** The SCRBHO shall provide, upon request, a second opinion from an MHP, MHCP, CDP, CDPT at a contracted BHA within the Service Area. If an additional BHA, MHP, MHCP, CDP, or CDPT are not currently available within the network, the SCRBHO must provide or pay for a second opinion provided by a BHA outside the network at no cost to the individual.
- 15.10.1. The appointment for a second opinion must occur within thirty (30) calendar days of the request. The individual may request to postpone the second opinion to a date later than thirty (30) calendar days.
16. **MANAGEMENT INFORMATION SYSTEM (BEHAVIORAL HEALTH DATA MANAGEMENT)**
- 16.1. **Data Submission and Error Correction.** The Contractor must collect and provide the SCRBHO with individual and provider characteristics, services, and other data as described in DSHS Service Encounter Reporting Instructions (SERI), the SCRBHO Data Dictionary, and encounters must be submitted as described in DSHS "Encounter Data Reporting Guide."
- 16.1.1. The Contractor shall report a minimum of ninety percent (90%) of individual demographics and service encounters to the SCRBHO Management Information System (MIS) within ten (10) business days from the date of service, with one hundred percent (100%) due within thirty (30) calendar days from the date of service.
- 16.1.2. The Contractor must have in place documented policies and procedures to assure that data submitted and rejected due to errors are corrected and resubmitted within thirty (30) calendar days of when the error report was produced.
- 16.1.3. The Contractor must resubmit data rejected due to errors. The Contractor must resubmit complete corrected data within thirty (30) calendar days of when the SCRBHO notifies the Contractor of data submission errors.
- 16.1.4. Corrections to previously submitted service encounters may be made up to one hundred eighty (180) days after the service encounter occurred.
- 16.1.5. The Contractor must attend meetings and respond to inquiries to assist in SCRBHO decisions about changes to data collection and information systems to meet the terms of this Contract. This may include requests to add, delete or change data elements that may include projected cost analysis.
- 16.1.6. The Contractor must implement changes documented in DSHS/DBHR SERI, the "SCRBHO Data Dictionary," and DSHS/DBHR "Encounter Data

Reporting Guide" within ninety (90) days from the date published. When changes on one (1) document require changes to the other, DSHS and/or the SCRBHO shall publish all affected documents concurrently.

- 16.1.7. In the event that shorter timelines for implementation of changes are required or necessitated by either a court order or agreement resulting from a lawsuit or legislative action, DBHR and the SCRBHO will provide as much notice as possible of the impending changes and provide specifications for the changes as soon as they are available. The Contractor will implement the changes required by the timeline established in the court order, legal agreement, or legislative action. To the extent possible, the SCRBHO and DSHS will work to implement any changes as necessary.
- 16.1.8. The Contractor shall implement changes to the content of national standard code sets (such as Current Procedural Terminology (CPT), Healthcare Common Procedural Coding (HCPC), Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization. If the issuing organization does not provide an implementation schedule or deadline, the Contractor shall implement the changes within ninety (90) days.
- 16.1.9. When DSHS/DBHR makes any changes referenced in this section, the SCRBHO shall send at least one (1) test batch of data containing the required changes. The test batch must be received no later than fifteen (15) days prior to the implementation date. The SCRBHO may require the Contractor to provide or assist with the testing of the required changes.
 - 16.1.9.1. The test batch must include at least one hundred (100) transactions that include information effected by the change.
 - 16.1.9.2. The processed test batch must result in at least eighty percent (80%) successfully posted transactions or an additional test batch is required.
- 16.1.10. The Contractor must respond to requests from the SCRBHO for information not covered by the data dictionary in a timeframe determined by the SCRBHO that will allow for a timely response to inquiries from CMS, the legislature, DSHS, and other parties.
- 16.1.11. No encounter transaction shall be accepted for initial entry or data correction after one (1) year from the date of service without special exception.
- 16.2. **Business Continuity and Disaster Recovery.** The Contractor must demonstrate a primary and backup system for electronic submission of data requested by the SCRBHO. This must include the use of the Inter-Governmental Network (IGN), Information Systems Services Division (ISSD) approved secured Virtual Private Network (VPN) or other ISSD- approved dial-up. In the event these methods of transmission are unavailable and immediate data transmission is necessary, an alternate method of submission will be considered based on the SCRBHO's approval.
 - 16.2.1. The Contractor must create and maintain a business continuity and disaster recovery plan that insures timely reinstatement of the individual

information system following total loss of the primary system or a substantial loss of functionality. The plan must be in written format, have an identified update process (at least annually), and a copy must be stored off site.

- 16.2.2. The SCRBHO must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the SCRBHO and contractors. The certification must be submitted by January 1 of each year of this Agreement. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested, and copies of the SCRBHO and contractor plans are available for DSHS/DBHR or the contracted EQRO to review and audit. The plan must address the following:

- 16.2.2.1. A mission or scope statement;
- 16.2.2.2. An appointed Information Services Disaster Recovery Staff;
- 16.2.2.3. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers;
- 16.2.2.4. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list;
- 16.2.2.5. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data;
- 16.2.2.6. Off-site storage of system and data backups; Ability to recover data and systems from backup files;
- 16.2.2.7. Designated recovery options which may include use of a hot or cold site; and
- 16.2.2.8. Evidence that disaster recovery tests or drills have been performed.

16.3. Contractor Data Quality Verification

- 16.3.1. The SCRBHO must maintain and either provide to Contractors, or require Contractors to also maintain, a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Agreement.
- 16.3.2. The SCRBHO must have in place mechanisms to verify the health information received from Contractors is complete and accurate.
- 16.3.3. The SCRBHO must conduct encounter validation checks and submit an aggregate data report for all Contractors that submit encounters to the SCRBHO, using the guidelines specified in the Performance Measures section of this Agreement.

16.4. Data Certification

- 16.4.1. The Contractor must comply with the required format provided in the Encounter Data Transaction Guide published by DSHS. Data includes encounters documenting services paid for by the Contractor and delivered to individuals through the Contractor during a specified reporting period as well as other data per the SCRBHO Data Dictionary

and Service Encounter Reporting Instructions. This data is used for: federal reporting (42 CFR 438.242(b) (1)); rate setting and risk adjustment; service verification, managed care quality improvement program; utilization patterns and access to care; DSHS hospital rate setting; and research studies.

- 16.4.2. Any information and/or data required by this Contract and submitted to the SCRBHO shall be certified by the Contractor as follows (42 CFR 438.242(b)(2) and 438.600 through 606).
- 16.4.2.1. The information and/or data shall be certified by one (1) of the following:
- 16.4.2.1.1. The Contractor's Chief Executive Officer; or
- 16.4.2.1.2. The Contractor's Chief Financial Officer.
- 16.4.2.2. Content of Certification: The Contractor's certification shall attest, based on best knowledge, information, and belief, to the accuracy, completeness and truthfulness of the information and/or data.
- 16.4.2.3. Timing of Certification: The Contractor shall submit the certification concurrently with the certified information and/or data.

17. GRIEVANCE SYSTEM

- 17.1. **General Requirements.** The SCRBHO and the Contractor must have a Grievance system that complies with the requirements of 42 CFR § 438 Subpart E and WAC 388-877A-0410 through 0460, insofar as those WACs are not in conflict with 42 CFR § 438 Subpart F. The Grievance System must include a Grievance Process, an Appeal Process, and access to the State Fair Hearing process.
- 17.1.1. The SCRBHO must have policies and procedures addressing the Grievance system, which comply with the requirements of this Agreement. These must be provided to DSHS within sixty (60) calendar days of the SCRBHO's Contract Start Date. DSHS will approve, in writing, all Grievance System policies and procedures and related Notices to individuals regarding the Grievance System.
- 17.1.2. The SCRBHO and the Contractor must provide individuals with any reasonable assistance necessary to complete forms and other procedural steps for Grievances and Appeals 42 CFR § 438.406(a)(1). Individuals may also use the free and confidential Ombuds services provided by the SCRBHO.
- 17.2. **Grievance Process.** The following requirements are specific to the Grievance Process:
- 17.2.1. Only an individual or the individual's Authorized Representative may file a Grievance with the SCRBHO or the Contractor to express dissatisfaction in person, orally, or in writing about any matter other than an Action to:
- 17.2.1.1. The SCRBHO; or
- 17.2.1.2. The Contractor providing the behavioral health services.

- 17.2.1.3. The Ombuds serving the Contractor or BHA may assist the individual in resolving the Grievance at the lowest possible level.
- 17.2.2. An individual may choose to file a Grievance with the SCRBHO or with the Contractor, subject to the following:
 - 17.2.2.1. Filing a Grievance with a BHA. If the individual first files a Grievance with the BHA and the individual is not satisfied with the BHA's written decision on the Grievance, or if the individual does not receive a copy of that decision from the BHA within the timelines established this Agreement, the individual may then choose to file the Grievance with the SCRBHO.
 - 17.2.2.2. Filing a grievance with the SCRBHO. If the individual first files a Grievance with the SCRBHO (and not the BHA), and the individual either is not satisfied with the SCRBHO's written decision on the Grievance, or does not receive a written copy of the decision within the established timelines in this Agreement, the individual can request a Fair Hearing to review the SCRBHO's decision or failure to make a timely decision. Once an individual receives a decision on a Grievance from the SCRBHO, the individual cannot file the same Grievance with the BHA.
- 17.2.3. When an individual files a Grievance, the SCRBHO or BHA receiving the Grievance shall:
 - 17.2.3.1. Acknowledge the receipt of the Grievance in writing within five (5) business days;
 - 17.2.3.2. Investigate the Grievance; and
 - 17.2.3.3. Send the individual who filed the Grievance a written notice describing the decision in ninety (90) calendar days from the date the Grievance was filed.
- 17.2.4. The SCRBHO or BHA receiving the Grievance must ensure the following:
 - 17.2.4.1. Other people, if the individual chooses, are allowed to participate in the Grievance process;
 - 17.2.4.2. The individual's right to have currently authorized behavioral health services are continued pending resolution of the Grievance;
 - 17.2.4.3. That a Grievance is resolved even if the individual is no longer receiving behavioral health services;
 - 17.2.4.4. That the persons who make decisions on a Grievance:
 - 17.2.4.4.1. Were not involved in any previous level of review or decision-making; and
 - 17.2.4.4.2. Are MHP's or CDPs who have appropriate clinical expertise if the Grievance involves clinical issues.
 - 17.2.4.5. That the individual and, if applicable, the individual's Authorized Representative receive a written Notice containing the decision no later than ninety (90) calendar days from the date a Grievance is received by the SCRBHO or BHA.

- 17.2.4.5. This timeframe can be extended up to an additional fourteen (14) calendar days, if:
 - 17.2.4.5.1. Requested by the individual or the individual's Authorized Representative; or
 - 17.2.4.5.2. By the SCRBHO or BHA when additional information is needed and the SCRBHO can demonstrate that it needs additional information and that the added time is in the individual's interest.
- 17.2.4.6. That the written Notice includes:
 - 17.2.4.6.1. The decision on the Grievance;
 - 17.2.4.6.2. The reason for the decision; and
 - 17.2.4.6.3. The right to request a Fair Hearing and the required timeframe to request the hearing.
- 17.2.4.7. That full records of all Grievances and materials received or compiled in the course of processing and attempting to resolve the Grievance are maintained and:
 - 17.2.4.7.1. Kept for six (6) years after the completion of the Grievance process;
 - 17.2.4.7.2. Made available to DSHS or CMS upon request as part of the state quality strategy;
 - 17.2.4.7.3. Kept in confidential files separate from the individual's clinical record; and
 - 17.2.4.7.4. Not disclosed without the individual's written permission, except to DSHS or as necessary to resolve the Grievance.
- 17.3. **Notice of Action.** The SCRBHO shall provide a written Notice of Action, to the individual or their Authorized Representative, in accordance with 42 CFR §438.404. Notices of Action must be provided in the prevalent non-English languages as described in the Information Requirements section and meet the language and format requirements of 42 CFR §438.10 (c&d).
 - 17.3.1. The Notice of Action must include an understandable explanation of:
 - 17.3.1.1. The Action the SCRBHO has taken or intends to take;
 - 17.3.1.2. The reasons for the Action and a citation of the rule(s) being implemented;
 - 17.3.1.3. The individual's right to file an Appeal with the SCRBHO, the process to file an Appeal, and the required timeframes if the individual does not agree with the decision or Action;
 - 17.3.1.4. The circumstances under which an expedited resolution is available and how to request it; and
 - 17.3.1.5. The individual's right to receive behavioral health services while an Appeal is pending, how to make the request that benefits be continued, and that the individual may be held liable for the cost of

services received while the Appeal is pending if the Appeal decision upholds the decision or Action.

- 17.3.2. The SCRBHO or its designee must mail the Notices of Action within the following timeframes:
 - 17.3.2.1. For Routine Service authorization, decisions that deny or limit services, no longer than fourteen (14) calendar days from the request for service;
 - 17.3.2.2. For reductions, suspensions, or terminations of previously authorized services, no longer than ten (10) days before the date of the Action;
 - 17.3.2.3. For Actions that are issued because the SCRBHO has verifiable information indicating probable beneficiary fraud, the notice can be provided in as few as five (5) calendar days;
 - 17.3.2.4. When any of the following occur, the SCRBHO must issue the notice on the date of the Action:
 - 17.3.2.4.1. The individual has died;
 - 17.3.2.4.2. The individual submits a signed written statement requesting service termination;
 - 17.3.2.4.3. The individual submits a signed written statement including information that requires service termination or reduction and indicates that he or she understands that service termination or reduction will result;
 - 17.3.2.4.4. The individual has been admitted to an institution in which he or she is ineligible for Medicaid services;
 - 17.3.2.4.5. The individual's address is determined unknown based on returned mail with no forwarding address;
 - 17.3.2.4.6. The individual is accepted for Medicaid services by another local jurisdiction, state, territory, or commonwealth;
 - 17.3.2.4.7. A change in the level of medical care is prescribed by the individual's physician;
 - 17.3.2.4.8. The notice involves an adverse determination with regard to preadmission screening requirements; and
 - 17.3.2.4.9. The transfer or discharge from a facility will occur in an expedited fashion as described in 42 CFR 483.12(a)(5)(ii).
 - 17.3.2.5. Under the following circumstances, fourteen (14) additional calendar days are possible:
 - 17.3.2.5.1. The individual or the BHA requests an extension; or
 - 17.3.2.5.2. The SCRBHO demonstrates the need for additional information to make an authorization decision and that the extension is in the individual's best interest.

17.3.2.6. If the SCRBHO extends the timeframe it must:

17.3.2.6.1. Give the individual written notice of the reason for the decision to extend the timeframe and inform the individual of the right to file a Grievance if he or she disagrees with that decision; and

17.3.2.6.2. Issue and carry out its determination as expeditiously as the individual's behavioral health condition requires and no later than the date the extension expires.

17.3.3. The SCRBHO must provide a Notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations.

17.4. **Appeals Process.** The following requirements are specific to the Appeals Process:

17.4.1. The SCRBHO shall ensure that the Appeals Process allows an individual, the individual's Authorized Representative, a Service Provider, or a BHA acting on behalf of the individual and with the individual's written consent, to appeal the SCRBHO's Action (42 CFR § 438.402(b)(1)(ii)). If a written Notice of Action was not received, an Appeal may still be filed. The Appeal may be filed orally or in writing, and, unless requests expedited resolution, must follow an oral filing with a written, signed appeal.

17.4.2. The individual requesting review of an Action:

17.4.2.1. Must file an Appeal and receive a Notice of Resolution from the SCRBHO before requesting a Fair Hearing; and

17.4.2.2. May not file a Grievance with the BHA or the SCRBHO for the same issue as the Appeal once an Appeal has been filed.

17.4.3. The Appeals process must:

17.4.3.1. Provide an individual a reasonable opportunity to present evidence and allegations of fact or law in person as well as in writing. The SCRBHO must inform the individual of the limited time available during an Expedited Appeal process.

17.4.3.2. Provide the individual the opportunity, before and during the Appeal Process, to examine the individual's clinical record, including medical records and any other documents and records considered during the Appeal Process.

17.4.3.3. Include as parties to the Appeal as applicable:

17.4.3.3.1. The individual;

17.4.3.3.2. The individual's Authorized Representative; and

17.4.3.3.3. The legal representative of a deceased individual's estate.

17.4.3.4. The SCRBHO must ensure that the persons who make decisions on an Appeal:

- 17.4.3.4.1. Were not involved in any previous level of review or decision-making; and
 - 17.4.3.4.2. Are MHP's or CDPs who have appropriate clinical expertise.
- 17.4.4. The SCRBHO shall maintain full records of all Appeals and ensure an individual's records are:
- 17.4.4.1. Kept for six (6) years after the completion of the Appeal Process;
 - 17.4.4.2. Made available to DSHS upon request as part of the state quality strategy;
 - 17.4.4.3. Kept in confidential files separate from the individual's clinical record; and
 - 17.4.4.4. Not disclosed without the individual's written permission, except to DSHS or as necessary to revolve the Appeal.
- 17.4.5. Standard Appeals Process. The standard Appeal process includes the following:
- 17.4.5.1. Standard Appeals for Actions communicated on a Notice of Action – continued services not requested.
 - 17.4.5.2. An individual who disagrees with a decision or Action communicated on a Notice of Action may file an Appeal orally or in writing.
 - 17.4.5.3. All of the following shall apply:
 - 17.4.5.3.1. The individual must file the Appeal within ninety (90) calendar days from the date on the Notice of Action;
 - 17.4.5.3.2. The SCRBHO must confirm receipt of Appeals in writing within five (5) business days; and
 - 17.4.5.3.3. The SCRBHO must send the individual a written notice of the resolution within forty-five (45) calendar days of receiving the Appeal that includes:
 - 17.4.5.3.3.1. The SCRBHO's decision and date of decision;
 - 17.4.5.3.3.2. The reason for the decision; and
 - 17.4.5.3.3.3. The right to request a Fair Hearing if the individual disagrees with the decision.
 - 17.4.5.4. The SCRBHO may extend the timeframe up to fourteen (14) additional calendar days if the individual requests an extension or the SCRBHO can demonstrate that it needs additional information and that the added time is in the individual's interest. If the extension is not requested by the individual or the individual's proxy, the SCRBHO must provide a written notice to the individual stating the reason for the extension.
- 17.4.6. Standard Appeals for termination, suspension, or reduction of previously authorized services – continued services requested.

- 17.4.6.1. The SCRBHO must ensure that an individual receiving a Notice of Action from the SCRBHO that terminates, suspends, or reduces previously authorized services contains information that the individual may file an Appeal and request continuation of those services pending the SCRBHO's decision on the Appeal, and how to do so. All of the following apply:
- 17.4.6.1.1. The individual must file the Appeal with the SCRBHO on or before the later of the following:
 - 17.4.6.1.1.1. Ten (10) calendar days after the date on the Notice of Action;
 - 17.4.6.1.1.2. The intended effective date of the SCRBHO's proposed Action; or
 - 17.4.6.1.1.3. Request for continuation of services.
 - 17.4.6.1.2. The SCRBHO must confirm receipt of the Appeal and the request for continued services with the individual orally or in writing;
 - 17.4.6.1.2.1. Send a Notice in writing that follows up on any oral confirmation made; and
 - 17.4.6.1.2.2. Include in the Notice that if the Appeal decision is adverse to the individual, the SCRBHO may recover the cost of the behavioral health services provided pending the SCRBHO's decision.
 - 17.4.6.1.3. The SCRBHO's written Notice of the Resolution must contain:
 - 17.4.6.1.3.1. The SCRBHO's decision on the Appeal and the date the decision was made;
 - 17.4.6.1.3.2. The reason for the decision; and
 - 17.4.6.1.3.3. The right to request a Fair Hearing and how to do so if the individual disagrees with the decision and include the following timeframes:
 - 17.4.6.1.3.3.1. Within ten (10) calendar days from the date on the Notice of the Resolution if the individual is asking that services be continued pending the outcome of the hearing; or
 - 17.4.6.1.3.3.2. Within ninety (90) calendar days from the date on the Notice of the Resolution if the individual is not asking for continued service.
 - 17.4.6.1.4. The SCRBHO may extend the timeframe up to fourteen (14) additional calendar days if the individual requests an extension or the SCRBHO can demonstrate that it needs additional information and

that the added time is in the individual's interest. If the extension is not requested by the individual or the individual's proxy, the SCRBHO shall provide a written notice to the individual stating the reason for the extension.

- 17.5. **Expedited Appeal Process.** The SCRBHO must establish and maintain an Expedited Appeal Process for Appeals when the SCRBHO determines or a BHA indicates that taking the time for a standard resolution of an Appeal could seriously jeopardize the individual's life or health and ability to attain, maintain, or regain maximum function (42 CFR § 438.410(a)).
- 17.5.1. If the SCRBHO denies the request for the expedited Appeal and resolution of an Appeal, it must transfer the Appeal to the timeframe for standard resolutions under subsection 13.4.5. of this Agreement, and make reasonable efforts to give the individual prompt oral notice of the denial and follow up within two (2) calendar days with a written Notice.
- 17.5.2. Both of the following apply to Expedited Appeal requests:
- 17.5.2.1. The Action taken on the Notice of Action is for termination, suspension, or reduction of previously authorized behavioral health services; and
- 17.5.2.2. The individual, the individual's Authorized Representative or a BHA acting on behalf of the individual and with the individual's written consent, may file an Appeal with the SCRBHO, either orally or in writing, within ten (10) calendar days from the date on the SCRBHO's written Notice of Action that communicated the Action.
- 17.5.3. The individual may ask for continued behavioral health services pending the outcome of the Expedited Appeal.
- 17.5.4. The SCRBHO shall make a decision on the individual's request for Expedited Appeal and provide written Notice, as expeditiously as the individual's condition requires, within two (2) calendar days after the SCRBHO receives the Appeal (42 CFR § 438.408(b)(3)). The SCRBHO must also make reasonable efforts to provide oral notice.
- 17.5.5. The SCRBHO must ensure that punitive action is not taken against a BHA who requests an expedited resolution or supports an individual's Appeal (42 CFR § 438.410(b)).
- 17.5.6. The SCRBHO may extend the timeframe up to fourteen (14) additional calendar days if the individual requests an extension or the SCRBHO can demonstrate that it needs additional information and that the added time is in the individual's interest.
- 17.5.7. For any extension not requested by an individual, the SCRBHO must give the individual written notice of the reason for the delay.
- 17.5.8. The individual has a right to file a Grievance regarding the SCRBHO's denial of a request for expedited resolution. The SCRBHO must inform the individual of their right to file a Grievance in the Notice of denial.

- 17.6. **Duration of Continued Services during the Appeal Process.** When an individual has requested continued behavioral health services pending the outcome of the Appeal Process, the SCRBHO must ensure that services are continued until the following occurs:
- 17.6.1. The individual withdraws the Appeal;
 - 17.6.2. Ten (10) calendar days pass from the date on the Notice of Action; or
 - 17.6.3. The Contractor provides a written Notice of the Resolution that contains a decision that is not wholly in favor of the individual; or
 - 17.6.4. The individual, within the ten (10) day timeframe, has not requested a Fair Hearing with continuation of services; or
 - 17.6.5. The time period of a previously authorized service has expired; or
 - 17.6.6. A behavioral health treatment service limit of a previously authorized service has been fulfilled.
- 17.7. **Recovery of the Cost of Behavioral Health Services in Adverse Decisions of Appeals.** If the final written Notice of the Resolution of the Appeal is not in favor of the individual, the SCRBHO may recover the cost of the behavioral health services furnished to the individual while the Appeal was pending to the extent that they were provided solely because of the requirements of this Action.
- 17.8. **Fair Hearings.**
- 17.8.1. Only the individual, the individual's Authorized Representative may file a request for a Fair Hearing.
 - 17.8.2. If an individual does not agree with the SCRBHO's resolution of the Appeal, the individual may file a request for a Fair Hearing within the following time frames:
 - 17.8.2.1. For hearings regarding a standard service, within ninety (90) calendar days of the date on the SCRBHO's mailing of the Notice of the resolution of the Appeal (42 CFR § 438.402(b)(2)).
 - 17.8.2.2. For hearings regarding termination, suspension, or reduction of a previously authorized service, if the individual requests continuation of services, within ten (10) calendar days of the date on the SCRBHO's mailing of the Notice of the resolution of the Appeal. If the individual is notified in a timely manner and the individual's request for continuation of services is not timely, the SCRBHO is not obligated to continue services and the timeframes for a hearing regarding a standard service apply (42 CFR § 438.420).
 - 17.8.3. The individual must exhaust all levels of the Appeals Process prior to filing a request for a Fair Hearing. The parties to the Fair Hearing include the SCRBHO as well as the individual and his/her Authorized Representative or the legal representative of a deceased individual's estate.
 - 17.8.4. DSHS must be responsible for the implementation of the hearing decision, even if the hearing decision is not within the purview of this Agreement.

- 17.8.5. DSHS will notify the SCRBHO of hearing determinations. The SCRBHO must be bound by the hearing determination, whether or not the hearing determination upholds the SCRBHO's decision.
- 17.8.6. If the SCRBHO or the state Fair Hearings officer reverses a decision to deny, limit, or delay services that were not furnished while the Appeal was pending, the SCRBHO must authorize or provide the disputed services promptly and as expeditiously as the individual's behavioral health condition requires.

17.9. Recordkeeping and Reporting Requirements.

- 17.9.1. The SCRBHO must maintain records of Grievances, Actions, Appeals and Fair Hearings originating at or handled by a BHA, Ombuds, or the SCRBHO.
- 17.9.2. The SCRBHO must submit individual-level Grievance reports for children/youth referred to WISe in a format provided by DSHS and that contains the following:
 - 17.9.2.1. Individual's full name;
 - 17.9.2.2. Date of birth;
 - 17.9.2.3. P1 or CIS identifier; and
 - 17.9.2.4. Date and type (per WAC 388-877A-0410).
- 17.9.3. The SCRBHO must submit quarterly aggregate reports for all non-WISe referral Grievances in a format provided by DSHS and accompanied by a brief report identifying trends and plans for improvement:
- 17.9.4. Quarterly reports are due as follows

Quarterly Grievance Report Schedule	
Period Covered	Due Date
April 1 — June 30, 2016	July 15, 2016
July 1 — September 30, 2016	October 15, 2016
October 1 — December 31, 2016	January 15, 2017
January 1 — March 31, 2017	April 15, 2017
April 1 — June 30, 2017	July 15, 2017

- 17.9.5. Reports that do not meet the Grievance system reporting requirements must be returned to the Contractor for correction. Corrected reports must be resubmitted to the SCRBHO within thirty (30) calendar days.

18. PROGRAM INTEGRITY

- 18.1. The Contractor must ensure compliance by having written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State program integrity standards, including

proper payments to providers and methods for detection of fraud, waste, and abuse.

- 18.2. The Contractor must include Program Integrity requirements in its subcontracts and subcontractor applications, credentialing and re-credentialing processes. These requirements must also be propagated to any other lower tier subcontracts entered into by a subcontractor.
- 18.3. The following are relevant citations for Program Integrity compliance. The Contractor is expected to be familiar with, comply with, and require subcontractor compliance with all regulations related to Program Integrity whether those regulations are listed or not. Provider credentialing must incorporate program integrity requirements.
- 18.3.1. 42 CFR 438.608(a);
- 18.3.2. 42 CFR 455; and
- 18.3.3. 42 CFR 1000 through 1008.
- 18.4. **Required Provisions for Contractors:**
- 18.4.1. The Contractor must disclose to the SCRBHO upon contract execution, and upon request when a contract is renewed or extended (42 CFR 455.104), and within thirty-five (35) days after any change in ownership (42 CFR 455.104):
- 18.4.1.1. The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor (42 CFR 455.104(b)(1)(i));
- 18.4.1.2. For a corporate entity, the disclosure must include primary business address, every business location, P.O. Box address, and tax identification number (42 CFR 455.104(b)(1)(i) and (iii));
- 18.4.1.3. For individuals, date of birth and Social Security Number (42 CFR 455.104(b)(1)(ii));
- 18.4.1.4. If the Contractor has a five percent (5%) ownership interest in any of its Subcontractors, the tax identification number of the subcontractor(s) (42 CFR 455.104(b)(1)(iii));
- 18.4.1.5. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the owner of the Contractor has a control or interest (42 CFR 455.104(b)(3));
- 18.4.1.6. Whether any person with an ownership or controlling interest is related by marriage or blood to any other person with an ownership or controlling interest.
- 18.4.1.7. Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five (5) percent or more interest (42 CFR 455.104(b)(1)(iii)); or
- 18.4.1.8. Whether the Contractor has a five percent (5%) ownership in any of its subcontractors or is related to any person with ownership or controlling interest in a subcontractor is related as a spouse, parent, child, or sibling (42 CFR 455.104(b)(2)).

- 18.4.2. Per 42 CFR 455.105(a), the Contractor must disclose to the SCRBHO or to the Federal Health and Human Services (HHS) Secretary, within thirty-five (35) calendar days of a request, full and complete information about:
 - 18.4.2.1. The ownership of any subcontractor with whom they have had business transactions totaling more than Twenty-Five Thousand Dollars (\$25,000.00) during the twelve (12) month period ending on the date of the request (42 CFR 455.105(b)(1)); or
 - 18.4.2.2. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of the request (42 CFR 455.105(b)(1)).
- 18.4.3. The Contractor shall investigate and disclose to the SCRBHO, at contract execution, or renewal, and upon request of the SCRBHO, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XIX services program since the inception of those programs and who is, per 42 CFR 455.106(a):
 - 18.4.3.1. A person who has an ownership or control interest in the Contractor (42 CFR 455.106(a)(1));
 - 18.4.3.2. An agent or person who has been delegated the authority to obligate or act on behalf of the Contractor (42 CFR 455.101; 42 CFR 455.106(a)(1)); or
 - 18.4.3.3. An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, the Subcontractor (42 CFR 455.101; 42 CFR 455.106(a)(2)).
- 18.5. **Provider Credentialing and Disclosures.**
 - 18.5.1. The SCRBHO must use only BHAs that are licensed and/or certified by DSHS.
 - 18.5.2. The SCRBHO and the Contractor shall have written policies that require monitoring of provider credentials, including maintenance of their state issued license or certification and any findings or concerns about the agency or any of its employees that is identified by either DSHS or the Washington State Department of Health.
 - 18.5.3. The Contractor, per RCW 43.43.830 through 832, must require a criminal history background check through the Washington State Patrol for employees and volunteers of the contractor or Subcontractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.
 - 18.5.4. The Contractor must require the Subcontractor, at the time they enter into, renew or extend a Subcontract, to report to the SCRBHO, and when required to DSHS or HHS, all of the required information in "Required Provisions for Contractors" section.

- 18.5.5. The Contractor must monitor and apply to their subcontracted agencies, all requirements in the "Excluded Providers" section.
- 18.6. **Fraud and Abuse.** Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable federal or State law. Abuse means provider actions that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.
- 18.6.1. The Contractor must report suspected fraud or abuse directly to the Medicaid Fraud Control Unit (MFCU) and the SCRBHO as soon as it is discovered and cooperate in any investigation or prosecution conducted by the MFCU and/or the SCRBHO.
- 18.6.2. When the Contractor notifies MFCU and the SCRBHO about potential fraud and abuse, the Contractor must also send all information sent to the MFCU to the SCRBHO within one (1) working day, to include the source of the complaint, the involved BHA, the nature of the suspected fraud, waste, abuse or neglect, the approximate dollars involved, and the legal and administrative disposition of the case. The report must also include:
- 18.6.2.1. The Subject(s) of complaint by name and either provider/ subcontractor type or employee position;
- 18.6.2.2. The source of the complaint;
- 18.6.2.3. The nature of fraud or abuse;
- 18.6.2.4. The approximate dollar amount;
- 18.6.2.5. The legal and administrative disposition of the case.
- 18.6.2.6. The Contractor and all of its Subcontractors must comply with the following:
- 18.6.2.6.1. Disclosure requirements specified in 42 CFR 455 Subpart B, 42 CFR 431.107(b)(3);
- 18.6.2.6.2. Provide without charge and in the form requested, any computerized data stored by the subcontractor, 45 CFR 455.21(a)(2);
- 18.6.2.6.3. For free, upon request, copies of records showing the extent of the services delivered to individuals, the extent of payments and any other information kept by the Subcontractor, 42 CFR 431.107(b)(2), 45 CFR 455.21 (a)(2); and
- 18.6.2.6.4. Obtain and use National Provide Identifier (NPIs), if the contractor or provider agency is eligible for one.
- 18.6.3. The Contractor's, Fraud and Abuse program must have procedures for the following requirements:

- 18.6.3.1. Provision of detailed information to employees and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a)(68) of the SSA;
 - 18.6.3.2. Administrative and management arrangements or procedures, and a mandatory compliance plan;
 - 18.6.3.3. Written policies, procedures, and standards of conduct requiring that the Contractor and the Contractor's officers, employees, agents and subcontractors are in compliance with the requirements of this section;
 - 18.6.3.4. A designated compliance officer and a compliance committee who is accountable to senior management;
 - 18.6.3.5. Effective ongoing training and education for the compliance officer, staff of the Contractor, and selected staff of the Contractor's subcontractors;
 - 18.6.3.6. Effective communication between the compliance officer and the Contractor's employees;
 - 18.6.3.7. Enforcement of standards through well-publicized disciplinary guidelines;
 - 18.6.3.8. Internal monitoring and auditing of the Contractor and providers;
 - 18.6.3.9. Provisions for prompt responses to detected offenses and development of corrective action initiatives;
 - 18.6.3.10. Provision for full cooperation with any federal, Health Care Authority (HCA), or Washington State Attorney General MFCU investigation including promptly supplying all data and information requested for their investigation; and
 - 18.6.3.11. A methodology to verify that services billed by providers were actually provided to individuals.
- 18.7. **Provider Payment Suspensions.** The SCRBHO must establish policies and procedures for suspending a provider's payments when the SCRBHO determines a credible allegation of fraud exists and there is a pending investigation (42 CFR 455.23).
- 18.7.1. All suspensions of payment actions under this section will be temporary and will not continue after either of the following:
 - 18.7.1.1. The SCRBHO or the prosecuting authorities determine that there is insufficient evidence of Fraud by the provider; or
 - 18.7.1.2. Legal proceedings related to the provider's alleged Fraud are completed.
 - 18.7.2. The SCRBHO must send notice of its suspension of program payments to the provider within the following timeframes
 - 18.7.2.1. Five (5) business days of taking such action unless requested in writing by the MFCU or law enforcement agency to temporarily withhold such notice.

- 18.7.2.2. Thirty (30) calendar days if requested by law enforcement in writing to delay sending such notice. The request for delay may be renewed in writing as many as two times and in no event may the delay exceed ninety (90) calendar days.
- 18.7.3. The notice of payment suspension must include or address the following:
 - 18.7.3.1. State that payment is being suspended in accordance with this provision.
 - 18.7.3.2. Set forth the general allegations as to the nature of the suspension action, but need not disclose any specific information concerning an ongoing investigation.
 - 18.7.3.3. State that the suspension is for a temporary period and cite the circumstances under which the suspension will be terminated.
 - 18.7.3.4. Specify, when applicable, to which type or types of claims or business units of a provider suspension is effective.
 - 18.7.3.5. Inform the provider of the right to submit written evidence for consideration by the Contractor.
- 18.7.4. The SCRBHO must document in writing the termination of a suspension including, where applicable and appropriate, any Appeal rights available to a provider.
- 18.7.5. Whenever the SCRBHO's investigation leads to the initiation of a payment suspension in whole or part, the SCRBHO must make a Fraud referral to the MFCU and notify DSHS.
- 18.7.6. The Fraud referral must be made in writing and provided to the MFCU no later than the next business day after the suspension is enacted.
- 18.7.7. If the MFCU or other law enforcement agency accepts the Fraud referral for investigation, the payment suspension may be continued until the investigation and any associated enforcement proceedings are completed.
- 18.7.8. On a quarterly basis, the SCRBHO must request a certification from the MFCU or other law enforcement agency that any matter accepted on the basis of a referral continues to be under investigation thus warranting continuation of the suspension.
- 18.7.9. If the MFCU or other law enforcement agency declines to accept the Fraud referral for investigation the payment suspension must be discontinued.
- 18.7.10. The SCRBHO's decision to exercise the good cause exceptions in this Agreement not to suspend payments or to suspend payments only in part does not relieve the Contractor of the obligation to refer any credible allegation.
- 18.7.11. The SCRBHO may find that good cause exists not to suspend payments, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible allegation of Fraud if any of the following are applicable:

- 18.7.11.1. Law enforcement officials have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.
- 18.7.11.2. Other available remedies implemented by the SCRBHO more effectively or quickly protect Medicaid funds.
- 18.7.11.3. The SCRBHO determines, based upon the submission of written evidence by the individual or entity that is the subject of the payment suspension, that the suspension should be removed.
- 18.7.11.4. Enrollee access to items or services would be jeopardized by a payment suspension because the individual or entity serves a large number of Enrollees within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
- 18.7.11.5. Law enforcement declines to certify that a matter continues to be under investigation.
- 18.7.11.6. The SCRBHO determines that payment suspension is not in the best interests of the Medicaid program.
- 18.7.12. The SCRBHO may find that good cause exists to suspend payments in part, or to convert a payment suspension previously imposed in whole to one only in part, to an individual or entity against which there is an investigation of a credible allegation of Fraud if any of the following are applicable:
 - 18.7.12.1. Individual access to items or services would be jeopardized by a payment suspension in whole or part because of any of the following:
 - 18.7.12.1.1. An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
 - 18.7.12.1.2. The individual or entity serves a large number of individuals within a federal HRSA-designated medically underserved area.
 - 18.7.12.1.3. The SCRBHO determines based upon the submission of written evidence by the individual or entity that is the subject of a whole payment suspension, that such suspension should be imposed only in part.
 - 18.7.12.1.4. The credible allegation focuses solely and definitively on only a specific type of claim or arises from only a specific business unit of a provider; and the SCRBHO determines and documents in writing that a payment suspension in part would effectively ensure that potentially fraudulent claims were not continuing to be paid.
 - 18.7.12.1.5. Law enforcement declines to certify that a matter continues to be under investigation.

- 18.7.12.1.6. The SCRBHO determines that payment suspension only in part is in the best interests of the Medicaid program.
- 18.7.13. The SCRBHO must meet the following documentation and record retention requirements.
 - 18.7.13.1. Maintain for a minimum of five (5) years from the date of issuance all materials documenting the life cycle of a payment suspension that was imposed in whole or part, including the following:
 - 18.7.13.1.1. All notices of suspension of payment in whole or part.
 - 18.7.13.1.2. All fraud referrals to the MFCU or other law enforcement agency.
 - 18.7.13.1.3. All quarterly certifications of continuing investigation status by law enforcement.
 - 18.7.13.1.4. All notices documenting the termination of a suspension.
 - 18.7.13.2. Maintain for a minimum of five (5) years from the date of issuance all materials documenting each instance where a payment suspension was not imposed, imposed only in part, or discontinued for good cause.
 - 18.7.13.3. This type of documentation must include, at a minimum, detailed information on the basis for the existence of the good cause not to suspend payments, to suspend payments only in part, or to discontinue a payment suspension and, where applicable, must specify how long the SCRBHO anticipates such good cause will exist:
 - 18.7.13.3.1. Annually report to DSHS summary information on each of the following:
 - 18.7.13.3.1.1. Suspension of payment, including the nature of the suspected Fraud, the basis for suspension, and the outcome of the suspension.
 - 18.7.13.3.1.2. Situations in which the SCRBHO determined good cause existed to not suspend payments, to suspend payments only in part, or to discontinue a payment suspension as described in this section, including describing the nature of the suspected Fraud and the nature of the good cause.
 - 18.7.13.3.1.3. If the SCRBHO fails to suspend payments to an entity or individual for which there is a pending investigation of a credible allegation of Fraud, without good cause, DSHS may withhold monthly payments.
- 18.8. **Excluded Providers.** The SCRBHO and the Contractor are prohibited from paying with funds received under this Agreement for goods and services furnished, ordered or prescribed by excluded individuals and entities: (SSA

Section 1903(i)(2); 42 CFR 455.104; 42 CFR 455.106; and 42 CFR 1001.1901(b)). In addition, the SCRBHO and the Contractor must ensure that it does not employ or contract with anyone that is excluded from participation in Federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549, or 45 CFR 92.35.

- 18.8.1. The Contractor must monitor for excluded individuals and entities by:
 - 18.8.1.1. Screening the Contractor's and subcontractor's directors, officers, and partners prior to entering into a contractual or other relationship, and screening annually thereafter;
 - 18.8.1.2. Screening individuals and entities with an ownership or control interest of at least five percent (5%) of the Contractor's equity prior to entering into a contractual or other relationship, and screening annually thereafter;
 - 18.8.1.3. Screening individuals with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement, and screening annually thereafter;
 - 18.8.1.4. Screening monthly newly added Contractor and subcontractor's employees, individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract; and
 - 18.8.1.5. Screening monthly Contractor and subcontractor's employees, individuals and entities with an ownership or control interest that would benefit from funds received under this Contract for newly added excluded individuals and entities.
- 18.8.2. The Contractor must report to the SCRBHO:
 - 18.8.2.1. Any excluded individuals and entities discovered in the screening within ten (10) business days;
 - 18.8.2.2. Any payments made by the Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;
 - 18.8.2.3. Any actions taken by the Contractor to terminate relationships with Contractor and subcontractor's employees and individuals with an ownership or control interest discovered in the screening;
 - 18.8.2.4. Any Contractor and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 within ten (10) business days of the Contractor becoming aware of the conviction;
 - 18.8.2.5. Any subcontractor terminated for cause within ten (10) business days of the effective date of termination to include full details of the reason for termination; and
 - 18.8.2.6. Any Contractor and subcontractor's individuals and entities with an ownership or control interest. The Contractor must provide a

list with details of ownership and control no later than April 30, 2016, and notify the SCRBHO of any changes within thirty (30) calendar days.

- 18.8.3. The Contractor must not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.
- 18.8.3.1. The Contractor will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.
- 18.8.3.2. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to individuals (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).
- 18.8.4. An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five percent (5%) or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a), and 42 CFR 1001.1001(a)(1)).
- 18.8.4.1. In addition, if DSHS notifies the SCRBHO that an individual or entity is excluded from participation by DSHS in BHO's, the Contractor shall terminate all beneficial, employment and contractual, and control relationships with the excluded individual or entity immediately (WAC 388-502-0050).
- 18.8.4.2. The list of excluded individuals may be found at: <http://www.oig.hhs.gov/fraud/exclusions.asp> and <https://www.sam.gov/portal/public/SAM/>.
- 18.8.4.3. SSA section 1128 may be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

19. REPORTING REQUIREMENTS

- 19.1. **Reviews.** The Contractor and its Subcontractors must cooperate in all reviews, including but not limited to, surveys, and research conducted by the SCRBHO, DSHS, or other Washington State Departments.
- 19.2. **Providers and License Types.** The SCRBHO must send a report listing all network provider agencies identifying license types (e.g. MH/SUD or both) and any specialty services by May 1, 2016. DBHR will provide a template for the report. This list must be updated and sent to DBHR within five (5) business days of any changes.
- 19.3. **Evaluations.** The SCRBHO evaluations under this Agreement must be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the SCRBHO and its Subcontractors are

providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.

19.4. **Information Requests.** The Contractor must maintain information necessary to promptly respond to written requests by the SCRBHO.

19.5. **Federal Block Grants**

19.5.1. **Progress Report:** Contractors receiving Federal Block Grant Funds under this Agreement shall submit a final summary report for services provided between April 1, 2016 and June 30, 2017 to the SCRBHO by July 15, 2017 in a format provided by the DSHS/DBHR. A template for this report will be provided by the SCRBHO no later than May 1, 2017.

20. **BENEFITS**

20.1. All Medicaid individuals requesting covered Behavioral Health Services must be offered an intake evaluation or assessment as outlined in the Access Standards. Authorization for Routine services beyond evaluation and assessment must be based on Medical Necessity. Medical Necessity is established when there is a DSM 5 diagnosis identified in the Access to Care Standards for BHOs.

20.2. **Mental Health Services.** The Contractor must provide mental health services for each individual when they are Medically Necessary. If the SCRBHO's contracted network is unable to provide medically necessary services covered under the contract to a particular individual, the entity must adequately and timely cover these services out of network for the individual, for as long as the entity is unable to provide them within the network. These out of network services must be provided at no additional cost to the individual. Individuals are entitled to access Crisis Services, Freestanding Evaluation and Treatment, Stabilization and Rehabilitation Case Management prior to an intake evaluation (see attached SERI, Exhibit J).

20.3. **Substance Use Disorder Treatment Services.** The Contractor must provide SUD treatment services for each individual when they are Medically Necessary. If the SCRBHO's contracted network is unable to provide medically necessary services covered under the contract to a particular individual, the entity must adequately and timely cover these services out of network for the individual, for as long as the entity is unable to provide them within the network. All service delivery settings must meet the requirements of WAC 388-877B and 246-337 and be delivered by professionals practicing within the scope of their licensure or certification as required in the State Plan (see attached SERI, Exhibit J).

20.4. **Children's Long Term Inpatient Program (CLIP)**

20.4.1. The SCRBHO must coordinate with the CLIP Administration to develop CLIP resource management guidelines and admissions procedures. The SCRBHO must enter into, and comply with, a written agreement with the CLIP Administration regarding resource management guidelines and admission procedures. The SCRBHO must integrate all regional assessments and CLIP referral activities.

20.4.2. After CLIP Admission, the Contractor must provide Rehabilitation Case Management, which includes a range of activities by the Contractor's or

BHA's liaison conducted in or with a facility for the direct benefit of the admitted youth. This person is the primary case contact for CLIP programs responsible for managing individual cases from pre-admission through discharge. The Contractor's must participate in treatment and discharge planning with the CLIP treatment team.

20.5. Psychiatric Inpatient Services

20.5.1. The SCRBHO, its designee, and the Contractor must contact the inpatient unit within three (3) business days for all individual admissions. The Contractor must provide to the inpatient unit:

20.5.1.1. Any available information regarding the individual's treatment history at the time of admission; and

20.5.1.2. A provisional placement plan for the individual to return to the community that can be implemented when the individual is determined to be ready for discharge by the hospital and the Contractor.

20.5.2. The Contractor must participate in treatment and discharge planning with the inpatient treatment team.

20.5.3. If the provisional placement plan for an individual cannot be implemented when an individual is determined to be ready for discharge, the Contractor's liaison must convene a meeting of the inpatient treatment team and other discharge plan participants to review action taken to implement the plan, barriers and proposed modifications to the plan. Such meetings must occur every thirty (30) calendar days until the individual has been placed.

20.5.4. The SCRBHO must ensure provision of covered mental health services to individuals on a Conditional Release (CR) under RCW 10.77.150 for individuals who meet Medical Necessity and who have a mental health diagnosis as per the Access to Care Standards for BHOs.

20.5.5. The SCRBHO and the Contractor must coordinate with the DSHS, Home and Community Services (HCS) regional offices to support the placement of persons discharged or diverted from State Hospitals into HCS placements. In order to accomplish this, the SCRBHO must:

20.5.5.1. Whenever possible, prior to referring a person with a diagnosis of dementia for a ninety (90) day commitment to a State Hospital:

20.5.5.1.1. Ensure that a request for Comprehensive Assessment Reporting Evaluation (CARE) is made as soon as possible after admission to a hospital psychiatric unit or Evaluation and Treatment facility in order to initiate placement activities for all persons who might be eligible for long-term care services. HCS has agreed to prioritize requests for CARE for individuals who have been detained to an E&T facility or in another setting; and

20.5.5.1.2. Request and coordinate with HCS, a scheduled CARE for such persons. If the assessment indicates functional and financial eligibility for long-term care

services, coordinate efforts with HCS to attempt a community placement prior to referral to the State Hospital.

20.5.5.2. For individuals (both those being discharged and those being diverted) whose CARE indicates likely functional and financial eligibility for long-term care services:

20.5.5.2.1. The Contractor will coordinate with HCS placement activities with one entity designated as being responsible for those activities. This designation will be documented in writing and agreed upon by both the Contractor and HCS. Where such designation is not made the responsibility must be the Contractor's;

20.5.5.2.2. The responsible entity will establish and coordinate a placement or discharge planning team that includes Contractor staff, HCS assessors, and other community partners, as necessary, to develop a plan of action for finding a safe, sustainable placement;

20.5.5.2.3. The Contractor will ensure coordination and communication will occur between those participants involved in placement activities as identified by the discharge planning team;

20.5.5.2.4. If a placement has not been found for an individual referred for long-term care services within thirty (30) calendar days, the designated entity will convene a meeting to review the plan and to make adjustments as necessary. Such review meetings will occur at least every thirty (30) calendar days until a placement is affected; and

20.5.5.2.5. When Individuals being discharged or diverted from State Hospitals are placed in a long-term care setting, the Contractor must:

20.5.5.2.5.1. Coordinate with HCS and any residential provider to develop a crisis plan to support the placement. The model crisis plan format is available on the DSHS website.

20.5.5.2.5.2. When the individual meets Access to Care Standards for BHOs, coordinate with HCS and any residential provider in the development of a treatment plan that supports the viability of the HCS placement.

20.6. **Early Periodic Screening Diagnosis and Treatment (EPSDT).** EPSDT services must be structured in ways that are culturally and age appropriate, involve the family and be available to all individuals under the age of twenty-one (21). Intake evaluations provided under EPSDT must include an assessment of the family's needs.

- 20.6.1. EPSDT requires the Contractor to respond to referrals from medical care providers. This must include at least a written notice replying to the Physician, Advanced Registered Nurse Practitioner (ARNP), Physician Assistant, trained public health nurse, or Register Nurse (RN) who made the EPSDT referral. This notice must include at least the date of intake and diagnosis.
- 20.6.1.1. In the event the individual does not have a primary care provider, the SCRBHO may choose to assist or refer the individual to the HCA's Washington Apple Health EPSDT Program Provider Guide.
- 20.6.2. The Contractor must contact the individual within ten (10) working days of all EPSDT referrals to confirm whether services are being requested by the individual or the person authorized to consent to treatment for that individual. The Contractor must maintain documentation of its efforts to confirm whether the individual or the person authorized to consent to treatment for that individual requests, declines, or does not respond to efforts within ten (10) business days to confirm whether these services are being requested.
- 20.7. The Contractor must participate in local and statewide efforts to assist individuals in enrolling in healthcare coverage.
- 20.8. **Specific Eligibility and/or Funding Requirements for Criminal Justice Treatment Account (CJTA) Services.** Criminal Justice Treatment Account (CJTA) (RCW 70.96A, RCW 70.96A.055; Drug Courts, RCW 2.28.170; Drug Courts) and Drug Court funding. Drug court funding is provided to the following counties Clallam, Cowlitz, King, Kitsap, Pierce, Skagit, Spokane, and Thurston/Mason. The Contractor must ensure the provision of SUD treatment and support services detailed below and in accordance with RCW 70.96A and RCW 2.28.170.
- 20.8.1. The BHO must coordinate with the local legislative authority for the county or counties in its regional service area in order to facilitate the planning requirement as described in RCW 70.96A.350. The plan must:
- 20.8.1.1. Describe in detail how substance use disorder treatment and support services will be delivered within the region;
- 20.8.1.2. Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:
- 20.8.1.2.1. Describe the project and how it will be consistent with the strategic plan;
- 20.8.1.2.2. Describe how the project will enhance treatment services for offenders;
- 20.8.1.2.3. Indicate the number of offenders who were served using innovative funds;
- 20.8.1.2.4. Detail the original goals and objectives of the project.
- 20.8.2. Completed plans must be submitted to DSHS for review and approval. Once approved, the Contractor must implement its plan as written.

- 20.8.2.1. The plan is due October 1, 2016, and subsequent plans will be submitted on a biennial basis due October 1.
- 20.8.3. CJTA Funding Guidelines
 - 20.8.3.1. No more than ten percent (10%) of the total CJTA funds may be used for the following support services combined:
 - 20.8.3.1.1. Transportation;
 - 20.8.3.1.2. Child Care Services.
 - 20.8.3.2. At a minimum thirty percent (30%) of the CJTA funds for special projects that meet any or all of the following conditions:
 - 20.8.3.2.1. An acknowledged best practice (or treatment strategy) that can be documented in published research;
 - 20.8.3.2.2. An approach utilizing either traditional or best practice approaches to treat significant underserved population(s);
 - 20.8.3.2.3. A regional project conducted in partnership with at least one other entity serving the service area;
 - 20.8.3.2.4. Services eligible to be provided through CJTA funds are defined in the SUD Services Descriptions and Service Matrix (available upon request);
 - 20.8.3.2.5. CJTA Special Projects. DSHS retains the right to request progress reports on CJTA special projects.

21. COMMUNITY COORDINATION

- 21.1. The Contractor must participate in all disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by DSHS/DBHR. The SCRBHO and the Contractor shall:
 - 21.1.1. Attend DSHS/DBHR-sponsored training regarding the role of the public behavioral health system in disaster preparedness and response;
 - 21.1.2. Participate in local emergency/disaster planning activities when Spokane County Emergency Operation Centers and local public health jurisdictions request collaboration;
 - 21.1.3. Provide disaster outreach in the SCRBHO's Service Area in the event of a disaster/emergency; "Disaster Outreach" means contacting persons in their place of residence or in non-traditional settings for the purpose of assessing their behavioral health and social functioning following a disaster or increasing the utilization of human services and resources;
 - 21.1.4. There are two (2) basic approaches to outreach: mobile (going to person to person) and community settings (e.g. temporary shelters, disaster assistance sites, disaster information forums). The Outreach Process must include the following:
 - 21.1.4.1. Locating persons in need of disaster relief services;
 - 21.1.4.2. Assessing their needs;

- 21.1.4.3. Engaging or linking persons to an appropriate level of support or disaster relief services;
- 21.1.4.4. Providing follow-up behavioral health services when clinically indicated; and
- 21.1.4.5. Disaster outreach can be performed by trained volunteers, peers and/or persons hired under a federal Crisis Counseling Grant. These persons should be trained in disaster crisis outreach which is different than traditional mental health crisis intervention.
- 21.1.5. Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs;
- 21.1.6. Provide the name and contact information to the SCRBHO for person(s) coordinating the Contractor disaster/emergency preparedness and response upon request;
- 21.1.7. The SCRBHO shall provide information and preliminary disaster response plans to DSHS/DBHR within seven (7) days following a disaster/emergency or upon request; and
- 21.1.8. Partner in disaster preparedness and response activities with DSHS/DBHR and other DSHS entities, the SCRBHO, the State Emergency Management Division, Federal Emergency Management Agency (FEMA), the American Red Cross and other volunteer organizations. This must include:
 - 21.1.8.1. Participation when requested in local and regional disaster planning and preparedness activities; and
 - 21.1.8.2. Coordination of disaster outreach activities following an event.
- 21.2. **Allen and Marr Class Members.** For Allen and Marr Class members who are in the contracted Service Area, the SCRBHO and the Contractor shall:
 - 21.2.1. Participate in quarterly community comprehensive reviews working directly with Regional Developmental Disabilities Administration (DDA) representatives in coordinating and conducting these reviews. The SCRBHO representative and the Regional DDA Quality Assurance Manager will be "lead staff" for Regional Review Teams (RRTs).
 - 21.2.1.1. The SCRBHO shall develop a corrective action plan to address deficiencies based on the results of a review. Contractors shall be required to respond to any identified deficiency and to develop and implement the corrective action plan. The corrective action timelines are specific to this section of this Agreement are:
 - 21.2.1.1.1. No more than twenty (20) days following the date of the review, the SCRBHO will provide the Contractor a copy of the review and the corrective action required.
 - 21.2.1.1.2. No more than twenty (20) days following the receipt of the review the Contractor must provide the corrective action plan to the SCRBHO.

22. TRIBAL RELATIONSHIPS

- 22.1. Should the SCRBHO contract or a Contractor subcontract with a Federally Recognized Tribe or RAIIO, the SCRBHO or the Contractor shall comply with the terms and conditions of the current DSHS/DBHR Contracts with the SCRBHO.
- 22.2. The Contractor shall adhere to all formal plans between the SCRBHO and Tribal Authorities.

23. INSURANCE AND INDEMNITY

23.1. Indemnification:

- 23.1.1. The Contractor is an independent contractor and not the agent or employee of Spokane County. No liability shall attach to Spokane County for entering into this contract or because of any act or omission of the Contractor except as expressly provided.
- 23.1.2. The Contractor agrees to defend, indemnify and hold Spokane County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Spokane County, their agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Spokane County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall include, as to all claims, demands, losses and liability to which it applies, Spokane County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.
- 23.1.3. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.
- 23.1.4. The Contractor further agrees that this duty to indemnify Spokane County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Contractor for liability for injuries to the Contractor's workers and employees, and the Contractor hereby waives any such immunity for the purpose of this duty to indemnify Spokane County

23.1.5. THE SCRBHO AND THE CONTRACTOR ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND MUTUALLY AGREED UPON BY THEM. The Contractor's duties under this section shall survive expiration or earlier termination of the agreement.

23.2. Insurance.

23.2.1. The Contractor shall furnish and maintain all insurances as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion's that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this Agreement shall not commence until evidence of all required insurance, policy endorsement, and bonding is provided to Spokane County. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Department with whom the Agreement is executed. The insurance policy or policies will not be cancelled, materially changes or altered without forty-five (45) days' prior notice submitted to the department with whom the Agreement is executed. The policy shall be endorsed and the certificate shall reflect that Spokane County is an additional named insured on the Contractor's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

23.2.1.1. Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this section.

23.2.2. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Spokane County shall be excess and not contributory insurance to that provided by the Contractor.

23.2.3. The Contractor shall not commence work, nor shall the Contractor allow any Subcontractor to commence work on any subcontract until a Certificate of Insurance with additional insured endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the Agreement is executed. Upon request, the Contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

23.2.4. Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at Spokane County's discretion. Alternatively Spokane County may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s).

- Spokane County may offset the cost of such insurance against payment due to the Contractor under the Agreement.
- 23.2.5. Providing coverage in the amounts listed shall not be construed to relieve the Contractor from liability in excess of such amounts.
- 23.2.6. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:
- 23.2.6.1. **General Liability Insurance:** The Contractor shall carry, for the duration of this Agreement, Commercial General Liability Insurance in the amounts of One Million Dollars (\$1,000,000.00) Per Occurrence with no deductible; General Aggregate Two Million Dollars (\$2,000,000.00). The policy shall include general liability arising out of premises, operations, independent contractors, products, completed operation, personal injury, fire damage, advertising injury, medical expense, and liability assumed under and insured contract.
- 23.2.6.2. **Additional Insured Endorsement:** General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, it's Officers, Agents and Employees are Named Additional Insured".
- 23.2.6.3. **Proof of Automobile Insurance:** The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of One Million Dollars (\$1,000,000.00), for any vehicle used in conjunction with the provision of services under the terms of this Agreement. Said policy shall provide that it shall not be cancelled, materially changed, or renewed without forty-five (45) days written notice thereto to Spokane County.
- 23.2.6.4. **Workers Compensation:** When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance Coverage and which must be effective in Washington. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing the Contractor's State Industrial Account Identification Number.
- 23.2.6.5. **Medical Malpractice Insurance:** The Contractor shall carry medical Malpractice Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence, Three Million Dollars (\$3,000,000.00) aggregate covering Spokane County, the Physician and Alternate Physician(s), when such services are performing services as provided for under the terms of this Agreement.
- 23.2.6.6. **Professional Liability Insurance:** The Contractor shall carry Professional Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence; Three

Million Dollars (\$3,000,000.00) aggregate covering Spokane County.

- 23.2.7. **Waiver of Subrogation.** The SCRBHO shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of the SCRBHO, its agents or employees, if such loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by insurance under terms of the Agreement. The Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

24. REMEDIAL ACTIONS

- 24.1. The SCRBHO may initiate remedial action if it is determined that any of the following situations exist:
- 24.1.1. A problem exists that negatively impacts individuals receiving services;
 - 24.1.2. The Contractor has failed to perform any of the behavioral health services required in this Agreement;
 - 24.1.3. The Contractor has failed to develop, produce, and/or deliver to the SCRBHO any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;
 - 24.1.4. The Contractor has failed to perform any administrative function required under this Agreement. For the purposes of this section, "administrative function" is defined as any obligation other than the actual provision of mental health services;
 - 24.1.5. The Contractor has failed to resolve a situation identified pursuant to this section, to the satisfaction of the SCRBHO within prescribed time frames;
 - 24.1.6. The Contractor has failed to implement corrective action required by the SCRBHO within the SCRBHO prescribed timeframes;
 - 24.1.7. The Contractor has failed to correct or remedy violations issued by a State or Federal agency including but not limited to program, licensing or fiscal requirements; or
 - 24.1.8. The Contractor has failed to develop, produce, and/or deliver to the SCRBHO any state or formal inspections, audits, accreditation, program reviews including any final Corrective Action Plans or other written response and proof that the violations of said inspections, audits, accreditations, program reviews and Corrective Action Plans have been made, in compliance with all the provisions of this Agreement.
- 24.2. The SCRBHO may impose any or more of the following remedial actions in any order:
- 24.2.1. Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted

for approval to the SCRBHO within thirty (30) calendar days of notification. Corrective action plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. The SCRBHO may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

24.2.1.1. Corrective action plans must include:

- 24.2.1.1.1. A brief description of the situation requiring corrective action;
- 24.2.1.1.2. The specific actions to be taken to remedy the situation;
- 24.2.1.1.3. A timetable for completion of the actions; and
- 24.2.1.1.4. Identification of individuals responsible for implementation of the plan.

24.2.1.2. Corrective action plans are subject to approval by the SCRBHO, which may:

- 24.2.1.2.1. Accept the plan as submitted;
- 24.2.1.2.2. Accept the plan with specified modifications;
- 24.2.1.2.3. Request a modified plan; or
- 24.2.1.2.4. Reject the plan.

24.2.2. Any corrective action plan that was in place as part of a previous SCRBHO Agreement will be applied to this Agreement in those areas where the Contract requirements are substantially similar.

24.2.3. Withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. The SCRBHO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.

24.2.4. Increase withholdings identified above by up to an additional three percent (3%) for each successive month during which the remedial situation has not been resolved.

24.2.5. Deny any incentive payment, if applicable, to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which the SCRBHO provides incentives.

24.2.6. Terminate for Default as described in the General Terms and Conditions; this may include releasing a Request for Proposals to re-procure the services provided under this agreement.

24.3. When imposing any of the above corrective actions, the SCRBHO shall consider which action is best suited to accomplish the SCRBHO's obligation to satisfactorily perform under DSHS/DBHR PIHP Contract No. 1669-58007; DSHS/DBHR BHSC Contract No. 1669-57900; and DSHS SABG Contract 1669-58053 (if applicable).

25. NOTICE

- 25.1. Any notices required in accordance with any of the provisions herein shall be delivered personally or send by registered or certified mail to:

SCRBHO to: **Assistant Director**
 Spokane County Community Services, Housing, and Community
 Development Department
 312 West 8th Avenue, Fourth Floor
 Spokane, WA 99204

With a copy to: **Director**
 Spokane County Community Services, Housing, and Community
 Development Department
 312 West 8th Avenue, Fourth Floor
 Spokane, WA 99204

Contractor to: **Annabelle Payne**
 Pend Oreille Counseling Services
 PO Box 5055
 Newport, WA 99156

- 25.2. The Contractor shall maintain electronic mail access and contact during the regular business hours of management staff associated with the performance of contractual obligations under the Agreement.

26. GENERAL TERMS AND CONDITIONS

- 26.1. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
- 26.2. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the SCR BHO and the written assumption of the Contractor's obligations by the third party.
- 26.3. **Billing Limitations.** Unless otherwise specified in this Agreement, the SCR BHO shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- 26.4. **Compliance with Additional Laws.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to:
- 26.4.1. All applicable Office of Insurance Commissioner's (OIC) statutes and regulations;
 - 26.4.2. Any applicable federal and state laws that pertain to individual rights and ensure that its staff and affiliated providers take those rights into account when furnishing services to individuals;
 - 26.4.3. Title XIX and Title XXI of the SSA and Title 42 CFR;

- 26.4.4. All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement;
 - 26.4.5. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §1857(h)), Section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to the SCRBHO, DSHS, DHHS, and the EPA.
 - 26.4.6. Any applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.
 - 26.4.7. Those specified in Title 18 RCW for professional licensing.
 - 26.4.8. Reporting of abuse as required by RCW 26.44.030.
 - 26.4.9. Industrial insurance coverage as required by Title 51 RCW.
 - 26.4.10. Any other requirements associated with the receipt of federal funds.
 - 26.4.11. Any provision of this Agreement which conflicts with State and federal statutes, or regulations, or CMS policy guidance is hereby amended to conform to the provisions of State and federal law and regulations.
 - 26.4.12. Law enforcement or court inquiries regarding firearm permits. The Contractor must respond in a full and timely manner to law enforcement or court requests for information necessary to determine the eligibility of a person to purchase or possess a firearm under RCW 9.41.040(2)(a)(ii), 9.41.070, or 9.41.090.
- 26.5. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
- 26.6. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
- 26.7. **Disputes.** When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute.
- 26.7.1. The Contractor and the SCRBHO shall attempt to resolve the dispute through informal means between the Contractor and the SCRBHO Contact listed on page one (1) of this Agreement.
 - 26.7.2. If the Contractor is not satisfied with the outcome, the Contractor may submit the disputed issue, in writing to Spokane County Regional Behavioral Health Organization, 312 W. 8th Avenue, Spokane, Washington 99204. The written submission must contain the following information:
 - 26.7.2.1. The Contractor's Contact for the issue;

- 26.7.2.2. The Issue in dispute; and
- 26.7.2.3. The Contractor's position on the issue.
- 26.7.3. Each party to this Agreement shall then appoint one (1) member to a dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute.
- 26.7.4. Both parties agree to make their best efforts to resolve disputes arising from this Agreement and agree that this dispute resolution process is the sole administrative remedy available under this Agreement. Participation in this dispute process shall precede any judicial or quasi-judicial action not otherwise prohibited by contract or law, and shall be the final administrative remedy available to the parties.
- 26.8. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- 26.9. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against the SCRBHO involving this Agreement, venue shall be proper only in Spokane County, Washington. In the event of a lawsuit by the SCRBHO against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
- 26.10. **Identification.** The Contractor shall include identification of SCRBHO funding on all printed materials, such as books, reports, pamphlets, brochures, posters and articles, and/or electronic media including but not limited to computer disks, CD's, DVD's, web pages, etc. published and circulated for the purpose of describing, evaluating or publicizing services or activities funded under the Agreement.
- 26.11. **Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the SCRBHO or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the SCRBHO or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the SCRBHO or the State of Washington. The Contractor shall indemnify and hold harmless the SCRBHO from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- 26.12. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be

construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

- 26.13. **Insurance.** The SCRBHO certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.
- 26.14. **Lawsuits.** Nothing in this Agreement shall be construed to mean that the SCRBHO, Spokane County, the Contractor or their Subcontractors, agents or employees, can bring a legal claim for declaratory relief, injunctive relief, judicial review under RCW 34.05, or civil liability against the state or state agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of state hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient mental health care.
- 26.15. **Maintenance and Retention of Records.**
- 26.15.1. **Records Maintenance:**
- 26.15.1.1. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, and other such records as may be reasonably required by the SCRBHO to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- 26.15.1.2. Fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with generally accepted accounting principles and retained for a period prescribed by any applicable tolling or other statute, but in no instance less than six (6) years after termination of this Agreement.
- 26.15.1.3. The Contractor shall provide a written Records Maintenance Policy and Procedures which will cover records storage, retention, and disposition procedures. The Contractor shall also have a process in place to ensure compliance with confidentiality requirements of behavioral health program records.
- 26.15.1.4. For the same period, the Contractor shall maintain records sufficient to substantiate the SCRBHO's statement of its organization's structure, tax status, capabilities, and performance.
- 26.15.1.5. The Contractor shall deliver to the SCRBHO upon request all Board of Directors meeting minutes, and other committee or subcommittee minutes where activity under the Agreement was discussed. The Contractor shall have the right to redact out information that does not relate to activity under this Agreement.

- 26.15.1.6. Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456, 42 CFR §434.34 (a), 42 CFR §456.111, and 42 CFR §456.211.
- 26.15.2. **Records Retention:** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six (6) year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later.
 - 26.15.2.1. The Contractor shall maintain records sufficient to:
 - 26.15.2.1.1. Document performance of all acts required by law, regulation, or this Agreement;
 - 26.15.2.1.2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
 - 26.15.2.1.3. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to Spokane County and all expenditures made by the Contractor to perform as required by this Agreement.
 - 26.15.2.2. The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by DSHS or other Washington State Departments.
 - 26.15.2.3. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.
 - 26.15.2.4. The Contractor shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made.
- 26.16. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - 26.16.1. Applicable federal and State of Washington statutes and regulations;
 - 26.16.2. The General Terms & Conditions of this Agreement;
 - 26.16.3. The Special Terms & Conditions of this Agreement;
 - 26.16.4. Any Exhibits attached or incorporated into this Agreement by reference;
 - 26.16.5. The DSHS General Terms & Conditions Contract Number 1684-56856, Exhibit J; and

- 26.16.6. The DSHS/DBHR PIHP Contract No. 1669-58007 and all amendments; the DSHS/DBHR BHSC Contract No. 1669-27900 and all amendments; and if applicable the DSHS SABG Contract No. 1669-58053 and all amendments.
- 26.17. **Ownership of Material.** Material created by the Contractor and paid for by the SCRBHO as a part of this Agreement shall be owned by the SCRBHO and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the SCRBHO is owned by the Contractor and is not "work made for hire"; however, the SCRBHO shall have a perpetual license to use this material for the SCRBHO internal purposes at no charge to the SCRBHO, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 26.17.1. The Contractor shall include identification of SCRBHO funding on all electronic or printed materials and/or other media, published and circulated for the purpose of describing, evaluating, or publicizing services or activities funded under this Agreement.
- 26.18. **Physician Incentive Plans.** The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not contract with any Subcontractor operating such a plan.
- 26.19. **Reporting and Deliverables.**
- 26.19.1. The Contractor shall be responsible for meeting the following deliverables, as well as others identified in this Agreement, unless otherwise exempted in the Agreement or by written notification of exemption by the SCRBHO:

DELIVERABLE	DUE DATE
Billing Invoice and Account Detail List Report	Per this Agreement
Annual Independent audit/2 CFR Part 200 Audit and any Management Letter, etc.	No later than six (6) months after the end of Contractor's fiscal year.
Certificates of Insurance	Upon execution of the agreement and within five (5) days of renewal of insurance
Verification of requirement or non-requirement for a 2 CFR Part 200 Audit	Upon execution of the agreement
Budget identifying program and administration costs based on the most current <u>Fiscal/Program Requirements Supplementary Instructions - Mental Health Programs</u>	Upon execution of the agreement
Third Party Quarterly Report	The Third Party Quarterly Report is due thirty (30) days after the end of each calendar quarter
Quarterly Report (Exhibit J)	Due forty-five (45) days after the end of each quarter
All applicable Contractor licenses	Upon Agreement execution and within thirty (30) days of renewal licenses

Background checks	Upon request, within thirty (30) days of receipt of completed background check
Title or property furnished by the SCRBHO	Upon delivery to Contractor and within thirty (30) days after termination/ expiration of contract
Records Retention and Storage Policy	Upon execution of Agreement. Within thirty (30) days, provide in writing storage location. Upon relocation, notify in writing within ten (10) days
Critical incidents	Per this Agreement
Mandatory Policy and Procedure for Fraud and Abuse Prevention	Upon execution of Agreement
Assurances and Representations	Upon execution of Agreement
Third Party Reimbursement Policy and Procedure	Upon execution of Agreement
Audits by other entities	Notification of audit within thirty (30) days of receipt of notification and copies of any review or audit upon request
Data Dictionary - Data Submission/Error Correction	Per Section 16. of this Agreement
Business Continuity and Disaster Recovery Plan	Upon execution of the initial agreement, within five (5) days of revisions, and by all agencies during annual provider monitoring
Data Certification	Written certification attesting to the accuracy, completeness, truthfulness of data; compliance with the Agreement; accuracy, completeness, truthfulness of documents specified by DSHS/DBHR and/or SCRBHO
Corrective Action Plan	Within in thirty (30) days of notification
Sliding Fee Scale	Due upon execution of this agreement and as updated
Written financial policies and procedures per Section 9.19.1.	Available upon request
Monthly Contract Compliance Report	Monthly with Invoice
Service Denial Report	Monthly with Monthly Contract Compliance Report
All reports indicated in the Scope of Work	Per Scope of Work timelines
Grievance Report	Quarterly per Section 17
Board of Directors Minutes	Available upon request
Contractor Information Update and Ownership / Control Interest Form	Due upon execution of this agreement and upon changes to the Contractor's Owners, Employees, etc.

26.19.2. If the Contractor fails to provide any of the above deliverables as indicated above, the SCRBHO may withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the delinquent deliverable is produced at the SCRBHO. The SCRBHO, at its

sole discretion, may return a portion or all of any payment withheld, once the delinquent deliverable is provided to the SCRBHO.

- 26.20. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. The SCRBHO and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The SCRBHO and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the SCRBHO or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- 26.21. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.
- 26.22. **Subcontracting.** The Contractor may Subcontract services to be provided under this Agreement. If the SCRBHO, the Contractor, and a Subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the Contract, then the SCRBHO 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 SCRBHO 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 SCRBHO and the Contractor. This term shall not apply in the event of a settlement by either the SCRBHO or the Contractor.
- 26.23. **Subrecipients.**
- 26.23.1. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- 26.23.1.1. 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;
- 26.23.1.2. 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;
- 26.23.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

- 26.23.1.4. Incorporate 2 CFR Part 200 audit requirements into all Agreements between the Contractor and its Subcontractors who are subrecipients;
 - 26.23.1.5. Comply with the applicable requirements of 2 CFR Part 200, including any future amendment to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - 26.23.1.6. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C D E, and G, and 28 CFR Part 35 and Part 39 (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations).
- 26.24. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Lawsuits, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
- 26.25. **Termination Due to Change in Funding, Contract Renegotiation, or Contract Suspension.**
- 26.25.1. If the funds upon which the SCRBHO relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the SCRBHO may terminate this Agreement by providing at least five (5) business days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination. The SCRBHO shall give the Contractor such advance written notice of termination as the notice of withdrawal, reduction, or limitation received by the SCRBHO will permit. The SCRBHO reserves the right to renegotiate the Agreement under any new funding limitations and/or conditions imposed upon the SCRBHO.
 - 26.25.2. At the SCRBHO's discretion, the Agreement may be renegotiated under the revised funding conditions.
 - 26.25.3. At the SCRBHO's discretion, the SCRBHO may give notice to the Contractor to suspend performance when the SCRBHO determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of this contract.
 - 26.25.4. 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.
 - 26.25.5. When the SCRBHO determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the

- receipt of this notice, the Contractor will provide written notice to the SCRBHO informing the SCRBHO whether it can resume performance and, if so, the date of resumption. For purposes of this sub subsection, "written notice" may include email.
- 26.25.6. If the Contractor's proposed resumption date is not acceptable to the SCRBHO and an acceptable date cannot be negotiated, the SCRBHO may terminate the contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. The SCRBHO shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- 26.25.7. The SCRBHO may immediately terminate the Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. The SCRBHO 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 the SCRBHO in the event the termination option in this section is exercised.
- 26.26. **Termination for Convenience.** The SCRBHO may terminate this Agreement in whole or in part for convenience by giving the Contractor at least ninety (90) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving the SCRBHO at least ninety (90) calendar days' written notice addressed to the SCRBHO contact person (or to his or her successor) listed on the first page of this Agreement.
- 26.27. **Termination Due to Change in SCRBHO/DSHS/DBHR Agreement.** In the event that changes to the terms of the DBHR;s Federal 1915(b) Behavioral Health Waiver program renders this Agreement invalid in any way after the effective date of the Agreement and prior to its normal completion, the SCRBHO may terminate this Agreement, subject to re-negotiation (if applicable) under those new special terms and conditions.
- 26.28. **Termination for Default.**
- 26.28.1. The SCRBHO may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the SCRBHO has a reasonable basis to believe that the Contractor has:
- 26.28.1.1. Failed to meet or maintain any requirement for contracting with the SCRBHO;
 - 26.28.1.2. Failed to protect the health or safety of any SCRBHO individual;
 - 26.28.1.3. Failed to perform, or otherwise breached, any term or condition of this Agreement, or any provision of this Agreement;
 - 26.28.1.4. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and
 - 26.28.1.5. Otherwise breached any provision or condition of this Agreement.
- 26.28.2. Before the SCRBHO may terminate this Agreement for default, the SCRBHO shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the

Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the SCRBHO may then terminate the Agreement. The SCRBHO may terminate the Agreement for default without such written notice and without opportunity for correction if the SCRBHO has a reasonable basis to believe that an individual's health or safety is in jeopardy.

- 26.28.3. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to the SCRBHO, if the Contractor has a reasonable basis to believe that the SCRBHO has:
 - 26.28.3.1. Failed to meet or maintain any requirement for contracting with the Contractor;
 - 26.28.3.2. Failed to perform under any provision of this Agreement;
 - 26.28.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - 26.28.3.4. Otherwise breached any provision or condition of this Agreement.
- 26.28.4. Before the Contractor may terminate this Agreement for default, the Contractor shall provide the SCRBHO with written notice of the SCRBHO's noncompliance with the Agreement and provide the SCRBHO a reasonable opportunity to correct the SCRBHO's noncompliance. If the SCRBHO does not correct the SCRBHO's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
- 26.28.5. If it is later determined that the Contractor was no in default, the termination shall be considered a termination for convenience.

26.29. Termination for Failed Program Integrity

- 26.29.1. The SCRBHO may immediately terminate this Contract by providing the Contractor written notice if any of the following occurs:
 - 26.29.1.1. Any owner of the Contractor becomes Debarred;
 - 26.29.1.2. Failure to provide accurate and timely information required by 42 CFR 455.106 (a), 42 CFR 455 Subpart E, 42 CFR 455.416 (d) by the Contractor, any Owner, Agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational control, or who directly or indirectly conducts operations of the Contractor;
 - 26.29.1.3. The Contractors owners do not cooperate with any screening methods required under 42 CFR 455.455, Subpart E, 42 CFR 455.416 (a);
 - 26.29.1.4. The Contractors owners are convicted of a criminal offense related to the persons involvement with the Medicare, Medicaid or Title XXI program in the last ten (10) years, 42 CFR 455.416 (b);

- 26.29.1.5. The Contractor has been terminated under Title XVIII of the SSA, or under any States Medicaid or CHIP program, 42 CFR 455.416 (c);
 - 26.29.1.6. Failure to comply with this a request for the Contractor or its owners, to provide to DSHS fingerprints in a form determined by DSHS within thirty (30) days of a CMS or DSHS agency request, 42 CFR 455.434 (b) (2), 42 CFR 455.416 (e), 42 CFR 455.450 (d);
 - 26.29.1.7. Failed to permit DSHS or the SCRBHO access to one of the Contractors locations for site visits under 42 CFR 455.432, 42 CFR 455.416(f)
 - 26.29.1.8. DSHS or the SCRBHO determines that the Contractor has falsified any information provided to DSHS or the SCRBHO, 42 CFR 455.16 (g).
- 26.30. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- 26.30.1. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of individuals, distribution of property, and termination of services.
 - 26.30.2. The Contractor shall promptly deliver to the SCRBHO contact person (or to his or her successor) listed on the first page of this Agreement, all SCRBHO assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return SCRBHO property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of the SCRBHO that is in the possession of the Contractor pending return to the SCRBHO.
 - 26.30.3. The SCRBHO shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. The SCRBHO may pay an amount mutually agreed upon by the parties for partially completed work and services, if work products are useful to or usable by the SCRBHO.
 - 26.30.4. If the SCRBHO terminates this Agreement for default, the SCRBHO may withhold a sum from the final payment to the Contractor that the SCRBHO determines is necessary to protect the SCRBHO against loss or additional liability. The SCRBHO shall be entitled to all remedies available at law, in equity, or under this Agreement due to the Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in the section entitled "Lawsuits".

26.30.5. Upon termination of this Agreement, the SCRBHO will conduct financial monitoring as necessary to determine if any monies are due to the Contractor or refunds due back to the SCRBHO under this Agreement.

26.30.5.1. If the Agreement is terminated, as soon as practicable and reasonable but not less than fifteen (15) days prior to termination, the Contractor shall inform all recipients of the Contractor's services, individuals of the Contractor, Subcontractors of the Contractor, or other who may act in reliance on the Agreement, or who may be affected by such termination. The Contractor must use best efforts to provide written or oral notification no later than fifteen (15) days after termination of a MHCP, MHP, CDP, or CDPT to Individuals currently open for services who had received a service from the affected MHCP, MHP, CDP, or CDPT in the previous sixty (60) days. Notification must be verifiable in the individual medical records at the BHA. The SCRBHO has no legal obligation or duty to notify or inform anyone, other than the Contractor, of such termination.

26.30.5.2. Provided that thirty (30) days or more notice is given to the Contractor of termination of the Agreement, prior to the effective date of termination of the Agreement, the Contractor shall ensure the transfer and/or appropriate discharge of any individuals who are receiving services from the Contractor or the Contractor's Subcontractor at the time notice of termination is given. The Contractor shall provide services as necessary until such transfer is completed. This section shall survive expiration or earlier termination of the Agreement.

26.31. Treatment of Individual Property.

26.31.1. Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property.

26.31.2. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs.

26.31.3. Upon termination or completion of this Agreement, the Contractor shall promptly release to the individual and/or the individual's guardian or custodian all of the individual's personal property.

26.31.4. 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 individual access to, or possession or use of lawful or unlawful weapons and drugs).

26.32. Title to Property. Title to all property purchased or furnished by the SCRBHO for use by the Contractor during the term of this Agreement shall remain with the SCRBHO. Title to all property purchased or furnished by the Contractor for which

the Contractor is entitled to reimbursement by the SCRBHO under this Agreement shall pass to and vest in the SCRBHO. The Contractor shall take reasonable steps to protect and maintain all SCRBHO property in its possession against loss or damage and shall return SCRBHO property to the SCRBHO, 312 W 8th Avenue, Spokane, Washington within thirty (30) days after Agreement termination or expiration, reasonable wear and tear excepted.

- 26.32.1. The Contractor agrees to hold the SCRBHO harmless, pursuant to the Insurance and Indemnity Section of this Agreement, for all liabilities, claims or suits associated with said property.
 - 26.32.2. The Contractor shall notify the SCRBHO within ten (10) days if any SCRBHO property is lost or damaged and take reasonable steps to protect such property from further damage.
 - 26.32.3. The Contractor shall be liable for any loss or damage to the SCRBHO property resulting from the Contractor's intentional acts or omissions, and/or negligent or willful misconduct.
 - 26.32.4. Prior written approval of the SCRBHO Leadership shall be obtained for purchase of non-expendable property, where the sale price exceeds Five Thousand Dollars (\$5,000.00), if that property would be reimbursed as a direct item of cost.
- 26.33. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 25.1, "Amendment". Only the SCRBHO Leadership has the authority to waive any term or condition of this Agreement on behalf of the SCRBHO.

27. SPECIAL TERMS AND CONDITIONS

- 27.1. **Construction.** Nothing in this Agreement shall be construed as creating or conferring a cause of action under federal or state law that does not exist independent of this Agreement. An alleged violation of a federal or state law by the SCRBHO shall not give rise to a contractual cause of action by the Contractor.
- 27.2. **Declaration That Individuals Served Under the Medicaid and Other Behavioral Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although the SCRBHO and the Contractor mutually recognize that services under this Agreement must be provided by the Contractor to individuals receiving services under the Medicaid program, and RCW 71.05, RCW 71.24, and RCW 71.34, RCW 90.96A, and RCW 70.96B. It is not the intention of either the SCRBHO or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.
- 27.3. **Duplicative Reports and Deliverables.** If this Agreement requires a report or other deliverable that contains information that is duplicative or overlaps a requirement of another Agreement between the parties the Contractor may provide one (1) report or deliverable that contains the information required by both Agreements.

- 27.4. **Failure to Expend Funds.** In the event that the Contractor fails to expend funds under this Agreement in accordance with state laws and/or the provisions of this Agreement, the SCRBHO reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance. This is in addition to any other remedies available at law or in equity.
- 27.4.1. Such right of recapture shall exist for a period not to exceed twenty-four (24) months following contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within sixty (60) days of demand. In the event that the SCRBHO is required to institute legal proceedings to enforce the recapture provision, the SCRBHO shall be entitled to its costs thereof, including attorneys' fees.
- 27.5. **Lobby Activities Prohibited.** Federal Funds must not be used for Lobbying activities.
- 27.6. **Nondiscrimination.** The Contractor shall ensure that its provider selection policies and procedures do not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.
- 27.7. **Subcontracting.** The Contractor shall not subcontract with an individual provider or an entity with an individual who is an officer, director, agent, or manager, or who owns or has a controlling interest in the entity, and who has been convicted of crimes as specified in 42 USC §1320a section 1128 of the Social Security Act.
- 27.8. **Miscellaneous.**
- 27.8.1. **Exhibits.** Any exhibits, attachments or addenda referred to herein and/or attached to this Agreement and any Amendments hereto, are incorporated herein as if set forth in full.
- 27.8.2. **Further Documentation.** The Contractor agrees to execute, acknowledge, and deliver upon reasonable request by the SCRBHO any document, which the SCRBHO reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 27.8.3. **Headings.** The heading are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 27.8.4. **Calculation of Time Periods.** Unless otherwise specified, in calculating any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run it not to be included and the last of the period so computed is to be included, unless such last day is a Saturday, Sunday or SCRBHO holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m. Pacific Time.
- 27.8.5. **Time of Essence.** Time is of the essence with this Agreement.
- 27.8.6. **Finality.** There shall be no Agreement between the Parties until a fully executed document is signed by the authorized representative(s) of the SCRBHO and the Contractor, and is delivered to the Contractor, pursuant to the Notice section of this Agreement.

BEHAVIORAL HEALTH SERVICES AGREEMENT**EXHIBIT A****DEFINITIONS (PIHP)**

The words and terms used in this Agreement are intended to have their usual meanings unless specifically defined in this Section or otherwise in this Agreement. Any term defined by the Revised Code of Washington (RCW), Washington Administrative Code (WAC), Code of Federal Regulations (CFR) or any successors will have the definition as defined therein for purposes of this Agreement. The definitions included in this exhibit are for the purpose of this Agreement.

The following terms shall have the meanings set forth below:

1. **Action** in this contract means:
 - 1.1. The denial or limited authorization of a requested service, including the type or level of service;
 - 1.2. The reduction, suspension, or termination of a previously authorized service;
 - 1.3. The denial in whole or in part, of payment for a service;
 - 1.4. The failure to provide services in a timely manner, as defined by the state; or
 - 1.5. The failure of the Contractor to act within the timeframes provided in section 42 CFR 438.408(b).
2. **Administrative Cost** means costs for the administration of this Agreement for the general operation of the public behavioral health system. These activities cannot be identified with a specific direct services or direct services support function as defined in the "BHO Fiscal Program Requirements & Revenue and Expenditure Report Instructions" administered by DSHS/BHSIA/Budget & Finance Division.
3. **Advance Directive** means written instructions such as, a living will or durable power of attorney, recognized under state law and relating to the provisions of health care if the individual is incapacitated.
4. **Agreement** means the contract, the General Terms and Conditions, and the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.
5. **Annual Revenue** means all revenue received by the Contractor pursuant to the Agreement for July of any year through June of the next year.
6. **Appeal** means an oral or written request by an individual, or with the individual's written permission, the individual's Authorized Representative, for the Contractor to review of an action as "action" is defined above. See also Expedited Appeal.
7. **Appeal Process** means one of the processes included in the grievance system that allows an individual to appeal an Action made by the Contractor and communicated on a Notice of Action.
8. **ASAM** means the American Society of Addiction Medicine.

9. **ASAM Criteria** is used to evaluate an individual's need for treatment along six dimensions after systematically evaluating the severity and diagnosis of an individual, and then utilize a fixed combination rule to determine which of four levels of care a substance abusing Individual will respond to with the greatest success. ASAM also includes the recommended duration of substance use disorder treatment based on each individual's need.
10. **Assessment** means diagnostic services provided by a CDP or CDP Trainee under the supervision of a CDP to determine an Individual's involvement with alcohol and other drugs. See WAC 388-877B-0500 for a detailed description of assessment requirements.
Assessment means the process of obtaining all pertinent bio-psychosocial information, as identified by the individual, and family and collateral sources, for determining a diagnosis and to plan individualized services
11. **Authorized Representative** means an individual appointed by an Enrollee, or authorized under State or other applicable law, to act on behalf of an Enrollee or other party involved in an Appeal or Grievance. If the Enrollee gives written permission, the Authorized Representative may include a behavioral health practitioner working on behalf of the Enrollee.
12. **Behavioral Health Agency (BHA)** means an agency licensed by the State of Washington to provide mental health and/or substance use disorder treatment and is Subcontracted under this Agreement to provide services.
13. **Behavioral Health Administration** means the DSHS Administration governing mental health care and substance use disorder services, and its employees and authorized agents.
14. **Behavioral Health Data Store** means the management information system maintained by DSHS that retains demographic, treatment, assessment and ancillary service data on each individual receiving publicly-funded outpatient and residential substance use disorder treatment services in Washington State, as well as data on other general services provided.
15. **Behavioral Health Organization (BHO)** means a county authority or group of county authorities or other entity recognized by the Secretary that contracts for mental health services and substance use disorder treatment services within a defined Regional Service Area.
16. **BHO Advisory Board** means the behavioral health advisory board appointed by each BHO, which reviews and provides comments on plans and policies related to service delivery and outcomes. The BHO must promote active engagement with persons with behavioral disorders, their families, and service providers by soliciting and using their input to improve its services, and appoints a BHO Advisory Board to fulfill this purpose.
17. **Budget Narrative** means a description of how costs were estimated and the justification of the needs for the cost.
18. **Capitation Payment** means a payment the Department of Social and Health Services (DSHS) makes monthly to a PIHP on behalf of each recipient enrolled under a contract for the provision of behavioral health services under the Medicaid State Plan.
19. **Central Contract and Legal Services (CCLS)** means the DSHS statewide agency headquarters contracting office, or successor section or office.

20. **Chemical Dependency Professional (CDP)** means an individual licensed through the Washington State Department of Health. A CDP is the individual with primary responsibility for implementing an individualized plan for Substance Use Disorder treatment services.
21. **Chemical Dependency Professional Trainee" (CDPT)** means an individual working toward the education and experience requirements for certification as a chemical dependency professional, and who has been credentialed as a CDPT.
22. **Child** means a person under the age of eighteen (18) years. For persons eligible for the Medicaid program, child means a person who is under the age of twenty-one (21) years.
23. **Children's Long Term Inpatient Program (CLIP)** means the state appointed authority for policy and clinical decision making regarding admission to and discharge from Children's Long Term Inpatient programs (Child Study and Treatment Center, Pearl Street Center, McGraw Center, Tamarack Center).
24. **Child Study and Treatment Center (CSTC)** means the DSHS/DBHR child psychiatric hospital.
25. **Code of Federal Regulations (CFR)** - All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/>.
26. **Community Mental Health Agency (CMHA)** means an Agency that is licensed by the State of Washington to provide mental health services and subcontracted to provide services covered under this agreement.
27. **Comprehensive Assessment Reporting Evaluation (CARE)** means the tool used by DSHS Aging and Long-Term Support Administration case managers to document a individual's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care.
28. **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
29. **Contract** means the DSHS/DBHR Contract and any exhibits, attachments, amendments, or addenda thereto, Exhibit I attached hereto and incorporated herein by reference.
30. **Contractor** means the BHO named above, recognized by the Secretary, and who has authority to establish and operate a community behavioral health program.
31. **Contracts Administrator** means the manager, or successor, of Central Contract Services or successor section or office.
32. **Cultural Competence** means the ability to recognize and respond to health-related beliefs and cultural values, disease incidence and prevalence, and treatment efficacy. Examples of culturally competent care include striving to overcome cultural, language, and communications barriers, providing an environment in which individuals from diverse cultural backgrounds feel comfortable discussing their cultural health beliefs and practices in the context of negotiating treatment options, encouraging individuals to express their spiritual beliefs and cultural practices, and being familiar with and respectful of various traditional healing systems and beliefs and, where appropriate, integrating these approaches into treatment plans.

33. **Data** means information that is disclosed or exchanged as described by this Program Agreement.
34. **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
35. **Delegation Plan** means either one document or an identified set of documents that show the Contractors compliance with the subcontractors' clause of this Agreement.
36. **Deliverable** means items that are required for submission to DSHS/DBHR or the SCRBHO to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
37. **Denial** mean the decision by a PIHP, to refuse authorization of covered Medicaid behavioral health services that have been requested by an Enrollee or a provider on behalf of an eligible Medicaid Enrollee. It is also a denial if an intake is not provided upon request by a Medicaid Enrollee.
38. **Department of Social and Health Services (DSHS)** or "the department" means the Department of Social and Health Services of the State of Washington and its Secretary, officers, employees, and authorized agents.
39. **Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)** means the 2013 update to the American Psychiatric Association's classification and diagnostic tool that serves as a universal authority for psychiatric diagnosis in the United States.
40. **Division of Behavioral Health and Recovery (DBHR)** means the DSHS-designated single state agency for mental health and substance use disorder treatment, authorized by RCW chapters 71.05, 71.24, 71.34, 70.96a and 70.96b.
41. **DSHS Representative** means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
42. **Early Periodic Screening Diagnosis and Treatment (EPSDT)** means the Early Periodic Screening Diagnosis and Treatment program under Title XIX for the Social Security Act as amended for children who have not reached their twenty-first (21st) birthday.
43. **Eastern Washington BHOs** includes BHOs contracted by DSHS to provide services in the following Washington State counties: Ferry, Stevens, Pend Oreille, Lincoln, Okanogan, Grant, Adams, Chelan, Douglas, Spokane, Klickitat, Yakima, Kittitas, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin, and Whitman.
44. **Emergent Care** means services provided for an individual, that, if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.
45. **Emerging Best Practice or Promising Practice** means a practice that presents, based on preliminary information, potential for becoming a research-based or consensus-based practice.
46. **Enrollee** means a Medicaid recipient who is enrolled in a PIHP.
47. **Ethnic Minority or Racial/Ethnic Groups** means any of the following general population groups:
- 47.1. African American;
 - 47.2. An American Indian or Alaskan Native; which includes:

- 47.2.1. A person who is a member of or considered to be a member in a federally recognized tribe;
- 47.2.2. A person determined eligible to be found Indian by the secretary of interior;
- 47.2.3. An Eskimo, Aleut, or other Alaskan native;
- 47.2.4. A Canadian Indian, meaning a person of a treaty tribe, Metis community, or non-status Indian community from Canada;
- 47.2.5. An unenrolled Indian meaning a person considered Indian by a federally or non-federally recognized Indian tribe or off-reservation Indian/Alaskan native community organization;
- 47.3. Asian/Pacific Islander; or
- 47.4. Hispanic.
- 48. **Evaluation and Treatment (E&T)** means any facility which can provide directly, or by direct arrangement with other public or private agencies, emergency evaluation and treatment, outpatient care, and timely and appropriate inpatient care to persons suffering from a mental disorder, and which is certified as such by DSHS. A physically separate and separately operated portion of a state hospital may be designated as an evaluation and treatment facility. A facility which is part of, or operated by, DSHS or any federal agency will not require certification. No correctional institution of facility, or jail, shall be an evaluation and treatment facility within the meaning of RCW Chapter 71.05.020
- 49. **Evidence Based Practice** means a program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.
- 50. **Expedited Appeal Process** allows an individual, in certain circumstances, to file an Appeal that will be reviewed by the Contractor more quickly than a standard Appeal.
- 51. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.
- 52. **Family** means:
 - 52.1. For adult individuals, family means those the individual defines as family or those appointed/assigned (e.g., guardians, siblings, caregivers, and significant others) to the individual.
 - 52.2. For children, family means a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by the department of social and health services, or a Federally Recognized tribe.
- 53. **Federally Recognized Tribes (Tribes)** means self-governing American Indian and Alaska Native governments recognized under applicable federal and common law. Because of their unique sovereign status, Federally Recognized Tribes have the inherent power to make and enforce laws on their lands, and to create governmental entities.
- 54. **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between DSHS/DBHR and the Contractor, under this Agreement.

55. **Global Appraisal of Individual Needs — Short Screener ("GAIN-SS")** means a tool used for conducting an integrated comprehensive screening of substance use disorder and mental health issues.
56. **Grievance** means an expression of dissatisfaction made by or on behalf of an Enrollee and referred to a Behavioral Health Agency or BHO, as applicable, for resolution.
57. **Grievance Process** means one of the processes included in the Grievance System that allows an Individual to express dissatisfaction about a behavioral health service.
58. **Grievance System** means the processes through a Behavioral Health Organization (BHO) in which an Individual applying for, eligible for, or receiving behavioral health services may express dissatisfaction about services. The grievance system must be established by the BHO, must meet the requirements of 42 CFR § 438 Subpart F, and include:
- 58.1. A grievance process;
 - 58.2. An appeal process; and
 - 58.3. Access to the department's administrative hearing process.
59. **Housing Services** means the active search and promotion of individual access to, and choice in, safe and affordable housing that is appropriate to the individual's age, culture, and needs.
60. **Individual** means a person who applies for, is eligible for, or receives BHO-authorized behavioral health services from an agency licensed or certified by the Department as a behavioral health agency. In the case of a minor, the Individual's parent or, if applicable, the Individual's custodian.
- 60.1. For the purposes of accessing the Grievance System, the definition of Individual also includes the following if another person is acting on the Individual's behalf:
 - 60.1.1. The Individual's legal guardian; or
 - 60.1.2. The Individual's representative if the Individual gives written permission.
61. **Individual's Authorized Representative** if the Individual gives written permission; or in the case of a minor, the Individual's custodial parent or legal guardian
62. **Individual Using Intravenous Drugs** means a person who has used a needle to illicitly inject drugs one or more times.
63. **Institute for Mental Disease (IMD)** means, per Public Law (P.L.) 100-360, an institution for mental diseases as a hospital, nursing facility, or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. An institution is an IMD if its overall character is that of a facility established and maintained primarily for the care and treatment of Individuals with mental diseases.
64. **International Statistical Classification of Diseases and Related Health Problems, 10th Edition (ICD-10)** is the standard diagnostic tool for epidemiology, health management and clinical purposes and contains codes for diseases, signs and symptoms and other causes of injury or diseases.

65. **Involuntary Treatment Act (ITA-MH) – Mental Health** allows for individuals to be committed by court order to a mental hospital or institution for a limited period of time. Involuntary civil commitments are meant to provide for the evaluation and treatment of individuals with a mental disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. An initial commitment may last up to seventy-two (72) hours, but, if necessary, individuals can be committed for additional periods of fourteen (14), ninety (90), and one hundred eighty (180) calendar days (RCW 71.05.240 and 71.05.920).
66. **Involuntary Treatment Act — Substance Use Disorder" (ITA-SUD)** allows for Individuals to be committed by court order to an approved treatment program for a limited period of time. Involuntary civil commitments are meant to provide for the treatment of Individuals with a substance use disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. Individuals can be committed for a period of 60 days unless sooner discharged if it has been determined that the likelihood of harm no longer exists or treatment is no longer adequate or appropriate per ASAM criteria, or incapacity no longer exists. A petition for recommitment can be filed for an additional period of up to 90 days. (RCW 70.96A.140)
67. **Large Rural Area** means areas with a population density of less than twenty (20) people per square mile.
68. **Level of Care Guidelines** means the criteria the BHO uses in determining the scope, duration and intensity of services to be provided.
69. **Low-Income Individual** means an Individual whose gross household monthly income is at or below 220% of the Federal Poverty Guidelines.
70. **Less Restrictive Alternative Treatment** describes the minimum services that all individuals who are under a less restrictive order must be offered as per RCW 71.05.585 and *Exhibit E* of this Agreement.
71. **Medicaid** means the Centers for Medicare and Medicaid Services (CMS) Federal Department of Health and Human Services (DHHS) program, which is state-operated and provides medical benefits for certain indigent or low-income individuals in need of health and medical care. Additionally, these funds are only paid out for these services utilizing specified rates of payment for providers following a specified administration methodology.
72. **Medicaid funds** means funds provided by the Center for Medicaid and Medicare Services (CMS) Authority under Title XIX of the Social Security Act.
73. **Medicaid Mental Health Benefits Booklet** is the state-produced mechanism to help Medicaid individual understand the requirements and benefits of the Behavioral Health Organizations.
74. **Medically Necessary/Medical Necessity** means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. "Course of treatment" may include mere observation or, where appropriate no treatment at all.

75. **Mental Health Advance Directive** means written instructions such as, a living will or durable power of attorney, recognized under state law and relating to the provisions of health care if the individual is incapacitated
76. **Mental Health Care Provider (MHCP)** means the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level in a related field or A.A. level with two (2) years in the mental health or related fields.
77. **Mental Health Professional (MHP)** means:
- 77.1. A psychiatrist, psychologist, psychiatric nurse or social worker and such other mental health professionals as may be defined in 71.05 and 71.34 RCW;
 - 77.2. A person who is licensed by the department of health as a mental health counselor, mental health counselor associate, marriage and family therapist, or marriage and family therapist associate;
 - 77.3. A person with a masters degree or further advanced degree in counseling or one (1) of the social sciences from an accredited college or university. Such person shall have, in addition, at least two (2) years or experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a MHP;
 - 77.4. A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986;
 - 77.5. A person who had an approved waiver to perform duties of an MHP that was requested by and granted by DSHS prior to July 1, 2001; or
 - 77.6. A person who has been granted a time-limited exception of the minimum requirements of a MHP by the Division of Behavioral Health and Recovery.
78. **Mental Health Specialist** means:
- 78.1. A **Child Mental Health Specialist** is defined as a mental health professional with the following education and experience:
 - 78.1.1. A minimum of one hundred actual hours (not quarter or semester hours) of special training in child development and the treatment of children and youth with serious emotional disturbance and their families; and
 - 78.1.2. The equivalent of one year of full-time experience in the treatment of seriously emotionally disturbed children and youth and their families under the supervision of a child mental health specialist.
 - 78.2. A **Disability Mental Health Specialist** is defined as a mental health professional with special expertise in working with an identified disability group. Disabled, for purposes of this Agreement, means an Individual with a disability other than a mental illness, including a developmental disability, serious physical handicap, or sensory impairment.
 - 78.2.1. If the Individual is deaf, the Specialist must be a mental health professional with:
 - 78.2.1.1. Knowledge about the deaf culture and psychosocial problems faced by people who are deaf; and

- 78.2.1.2. Ability to communicate fluently in the preferred language system of the Individual.
- 78.2.2. The specialist for Individuals with developmental disabilities must be a mental health professional who:
 - 78.2.2.1. Has at least one (1) year of experience working with people with developmental disabilities; or
 - 78.2.2.2. Is a developmental disabilities professional as defined in RCW 71.05.020.
- 78.3. An **Ethnic Minority Mental Health Specialist** is defined as a mental health professional who has demonstrated cultural competence attained through major commitment, ongoing training, experience and/or specialization in serving ethnic minorities, including evidence of one (1) year of service specializing in serving the ethnic minority group under the supervision of an ethnic minority mental health specialist; and
 - 78.3.1. Evidence of support from the ethnic minority community attesting to the person's commitment to that community; or
 - 78.3.2. A minimum of one hundred (100) actual hours (not quarters or semester hours) of specialized training devoted to ethnic minority issues and treatment.
- 78.4. A **Geriatric Mental Health Specialist** is defined as a mental health professional with the following education and experience:
 - 78.4.1. A minimum of one hundred (100) actual hours (not quarter or semester hours) of specialized training devoted to the mental health problems and treatment of persons sixty (60) years of age or older; and
 - 78.4.2. The equivalent of one (1) year of full-time experience in the treatment of persons sixty (60) years of age or older, under the supervision of a geriatric mental health specialist.
- 79. **Notice of Action** is the written notice a BHO provides to an individual or the individual's Authorized Representative, to communicate an Action.
- 80. **Ombuds** means the SCRBHO's Contractor who is contracted to assist Individual's and others seeking mental health and substance use disorder (SUD) services with grievances regarding the services associated with this Agreement.
- 81. **Opiate Substitution Treatment" (OST)** means the provision of treatment services and medication management to Individuals addicted to opiates.
- 82. **Patient Days of Care** includes all voluntary patients and involuntarily committed patients under RCW 71.05, regardless of where in the State Hospital they reside. Patients who are committed to the State Hospital under RCW 10.77 are not included in the Patient Days of Care. Patients who are committed under RCW 10.77.088 by municipal or district courts after failed competency restoration and dismissal of misdemeanor charges are not counted in the Patient Days of Care until a petition for ninety (90) days of civil commitment under RCW 71.05 has been filed in court. Patients who are committed under RCW 10.77.086 by a superior court after failed competency restoration and dismissal of felony charges are not counted in the Patient Days of Care until the patient is civilly committed under RCW 71.05.

83. **Peer Counselor**" means a person recognized by DBHR as a person who is/has:
- 83.1. A self-identified consumer of mental health services.
 - 83.2. A counselor registered under RCW 18.19.
 - 83.3. Completed specialized training provided by or contracted through DBHR. If the person was trained by trainers approved by the mental health division (now DBHR) before October 1, 2004, and has met the requirements in subsection (2.81.1.), (2.81.2.) and (2.81.4) of this section by January 31, 2005, the person is exempt from completing this specialized training.
 - 83.4. Successfully passed an examination administered by DBHR or an authorized contractor.
 - 83.5. Received a written notification letter from DBHR stating that DBHR recognizes the person as a "peer counselor".
84. **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
85. **Post Stabilization Services** means covered services, related to an emergency medical condition that are provided after an individual is stabilized in order to maintain the stabilized condition, or, under the circumstances described in 42 CFR §438.114(e) to improve or resolve the individual's condition.
86. **Predictive Risk Intelligence System (PRISM)** means the web-based application that provides remote access to integrated health information about DSHS individuals.
87. **Pregnant and Postpartum Women and Women with Dependent Children (PPW) means:**
- 87.1. Women who are pregnant.
 - 87.2. Women who are postpartum during the first year after pregnancy completion regardless of the outcome of the pregnancy or placement of children.
 - 87.3. Women who are parenting children under the age of six (6), including those attempting to gain custody of children supervised by the Department of Social and Health Services, Division of Children and Family Services (DCFS).
88. **Prepaid Inpatient Health Plan (PIHP)** for the purpose of this agreement, means an entity that under contract with DSHS:
- 88.1. Provides behavioral health services to Medicaid Enrollees and on the basis of prepaid capitation payments,, or other payment arrangements that do not use State plan payment rates; and
 - 88.2. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its Enrollees.
89. **PRISM Administrator** means the DSHS official who has responsibility for registering PRISM Users, and providing access to PRISM.
90. **PRISM DBHR Coordinator** means the DSHS Point of Contact who coordinates with BHO POCs, reviews requests for access received from the BHO POCs and who approves the requests and forwards to the PRISM Administrator.

91. **PRISM BHO Point of Contact (POC)** means the Contractor official who has primary oversight responsibility for access and use of PRISM. This official has delegated authority to act on behalf of the Contractor with respect to all PRISM issues and serves as the liaison with the PRISM DBHR Coordinator and the PRISM Administrator.
92. **PRISM User** means the Contractor's employee who has registered access to PRISM.
93. **ProviderOne** means the State Medicaid Authority's Medicaid Management Information System.
94. **Published** means an officially sanctioned document provided by DSHS/DBHR on DSHS/DBHR internet or intranet websites for downloading, reading, or printing. The Contractor shall be notified in writing or by e-mail when a document meets this criteria.
95. **Quality Assurance** means a focus on compliance to minimum requirements (e.g. rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
96. **Quality Improvement** means a focus on activities to improve performance above minimum standards/reasonably expected levels of performance, quality, and practice.
97. **Quality Strategy** means an overarching system and/or process whereby quality assurance and quality improvement activities are incorporated and infused into all aspects of an organization's or system's operations.
98. **Recovery** means the process in which people are able to live, work, learn, and participate fully in their communities.
99. **Reduction** means the decision by a PIHP to decrease a previously authorized covered Medicaid behavioral health service described in the Level of Care Guidelines. The clinical decision by a behavioral health agency to decrease or change a covered service in the Individualized Service Plan is not a reduction.
100. **Referring BHO** means the BHO in whose region the individual being transferred resided and/or from whom he or she received services prior to state hospital admission.
101. **Regional Service Area** means the BHO-contracted geographic region.
102. **Request for Service** means the point in time when services are sought or applied for through a telephone call, walk-in, or written request for services from an Enrollee or the Authorized Representative. For the purposes of this Agreement, an EPSDT referral is only a Request for Service when the Enrollee or the person authorized to consent to treatment for that Enrollee has confirmed that they are requesting service.
103. **Residential Mental Health Programs** means a complete range of residences and supports authorized by resource management services and which may involve a facility, a distinct part thereof, or services which support community living, for persons who are acutely mentally ill, adults who are chronically mentally ill, children who are severely emotionally disturbed, or adults who are seriously disturbed and determined by the Behavioral Health Organization to be at risk of becoming acutely or chronically mentally ill.

104. **Resilience** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats or other stresses, and to live productive lives.
105. **Revised Code of Washington (RCW)** - All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw>
106. **Routine Services** means services that are designed to alleviate symptoms, to stabilize, sustain, and facilitate progress toward mental health. These services do not meet the definition of urgent or emergent care.
107. **Rural Area** means areas with a population density of at least twenty (20) and less than five hundred (500) people per square mile.
108. **Secretary** means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
109. **Service Area** means the geographic area covered by the Agreement for which Contractor is responsible.
110. **Specialized Non-Medicaid Services** means, for purposes of the BHO Transfer Protocol, IMD admissions, residential placement, and state hospital census.
111. **State Minimum Standards** means minimum requirements established by rules (Washington State Administrative Code) adopted by the secretary and necessary to implement the delivery of behavioral health services.
112. **Subcontract** means a separate Contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.
113. **Substance Use Disorder (SUD)** means a problematic pattern of alcohol/drug use leading to clinically significant impairment or distress as categorized in the DSM 5.
114. **Substance Use Disorder Treatment Agency (SUDTA)** means an agency that is licensed or certified by the State of Washington to provide Substance Use Disorder Treatment Services and is subcontracted to provide services covered under this Agreement.
115. **Suspension** means the decision by a PIHP, or their formal designee, to temporarily stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines or addressed by the ASAM Criteria. The clinical decision by a Behavioral Health Agency to temporarily stop or change a covered service in the Individualized Service Plan is not a suspension.
116. **Termination** means the decision by a PIHP, or their formal designee, to stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Behavioral Health Agency to stop or change a covered service in the Individualized Service Plan is not a termination.
117. **Tribal Authority** means, for the purposes of Behavioral Health Organizations and RCW 71.24.300 only, the Federally Recognized Tribes and the major Indian organizations recognized by the Secretary as long as these organizations do not have a financial relationship with any Behavioral Health Organization that would present a conflict of interest.

118. **Tribal Behavioral Health Program** means a behavioral health program that is overseen by a Federally Recognized Tribe within Washington State, or overseen by a Recognized American Indian Organization within Washington State.
119. **Urban Area** means areas that have a population density of at least five hundred (500) people per square mile.
120. **Urgent Care** means services to be provided to person approaching a mental health crisis. If services are not received within twenty-four (24) hours of the request, the person's situation is likely to deteriorate to the point that emergent care is necessary.
121. **Waiver or Medicaid Waiver** means the document by which DSHS/DBHR, requests sections of the Social Security Act be waived in order to operate a capitated managed care system to provide services to enrolled recipients. Section 1916(b) of the Act authorizes the Secretary to waive the requirement sections 1902 of the Act to the extent he or she finds proposed improvements or specified practices in the provision of services under Medicaid to be cost-effective, efficient, and consistent with the objectives of the Medicaid program.
122. **Washington Administrative Code (WAC)** - All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac>.
123. **Western Washington BHOs** includes BHOs contracted by DSHS to provide services in the following Washington State counties: San Juan, Whatcom, Island, Skagit, Snohomish, Clallam, Jefferson, Kitsap, King, Pierce, Thurston, Mason, Grays Harbor, Lewis, Pacific, Wahkiakum, and Cowlitz.
124. **Wraparound with Intensive Services (WISe)** means a program model that includes a range of service components that are individualized, intensive, coordinated, comprehensive and culturally competent and provided in the home and community. WISe is for children, youth, and young adults up to age twenty-one (21) who are experiencing mental health symptoms to a degree that is causing severe disruptions in the youth's behavior, interfering with their functioning in family, school or with peers that requires:
- 124.1. The involvement of the mental health system and other youth, young adults, and child-serving systems and supports;
 - 124.2. Intensive care collaboration; and
 - 124.3. Ongoing intervention to stabilize the child, youth, young adult, and family in order to prevent a more restrictive or institutional placement.
125. **Young Adult** means a person aged eighteen (18) through twenty (20) years old.
126. **Youth** means a person aged ten (10) through seventeen (17) years old.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT B-1

SCOPE OF WORK

PEND OREILLE COUNTY COUNSELING SERVICES: CRISIS AND OUTPATIENT SERVICES (MENTAL HEALTH)

1. PURPOSE

- 1.1. The purpose of this Agreement is for the Contractor to provide services to promote recovery and resiliency for seriously mentally ill adults and seriously emotionally disturbed children and adolescents. Recovery means the processes through which people are able to live, work, learn, and participate fully in their communities. Resiliency means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stressors, and to live productive lives.
- 1.2. The Contractor shall provide behavioral health services as described in this Scope of Work, Contractor Policy and Procedures, and recognized professional practice standards, in conformance with federal and state legislative, and administrative regulations, and as required by the Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR), behavioral health contracts.
- 1.3. Individuals authorized and reimbursed through a Health Plan for Healthy Options may not be authorized or reimbursed for the same time period by Spokane County Regional Behavioral Health Organization (SCRBHO) and the accounting of personnel, direct and indirect costs must be delineated clearly in the general ledger.

2. SERVICE ENCOUNTER REPORTING

- 2.1. The Contractor shall follow the DSHS/DBHR Service Encounter Reporting Instructions (SERI), the DSHS/DBHR Consumer Information System (CIS), SCRBHO Data Dictionary, and any attendant updates and will report all individuals and services funded in part or wholly by SCRBHO to the SCRBHO Information System (IS). The SCRBHO IS System is called "Raintree."

3. OUTPATIENT ALLOWABLE SERVICE MODALITIES

- 3.1. Brief Intervention Treatment – See SERI
- 3.2. Child & Family Teams – H0032, Modifier HT. additional Clinicians – C2015 (Native only S9482)
- 3.3. Community Support – H2015
- 3.4. Crisis Services - H2011

- 3.5. Family Psychotherapy – Client Present – 90847, Client Not Present - 90846
- 3.6. Group Treatment – 90853, Multi Family Group - 90849
- 3.7. Individual Treatment Services – See SERI
- 3.8. Individual Treatment Services CPT – H0046
- 3.9. Intake – Without physician present H0031, with physician – CPT codes
- 3.10. Integrated Substance Abuse Mental Health Screening – Global Assessment of Individual Needs – Short Screener (GAIN-SS) - H0002
- 3.11. Integrated Substance Abuse Mental Health Assessment – GAIN-SS – H0001
- 3.12. Interpreter Services – T2038
- 3.13. Medication Management –Evaluations and Management (E&M) codes
- 3.14. Medication Monitoring - H0033, if education & support – H0034
- 3.15. Peer Support – H0038
- 3.16. Rehabilitation Case Management (RCM) and/or Engagement – H0023
- 3.17. Request for Service – Raintree Generated from Episode - H0046
- 3.18. Special Population Consultation – H2014 by phone; H2014 Face to Face with Provider and Specialist
- 3.19. Special Population Evaluation by Specialist – T1023 Face to Face with Client
- 3.20. Testimony for Involuntary Treatment - 99075
- 3.21. Therapeutic Psychoeducation – H0025, H2027 & S9446

4. **SERVICES**

- 4.1. Services shall consist of the following programs:

4.1.1. **Outpatient Services**

- 4.1.1.1. Outpatient Services for individuals of all ages offering a range of individual and group mental health and/or co-occurring services. Treatment is brief and episodic, solution focused and based on functional problems and individual needs. Services focus on symptom reduction, promoting recovery from addiction, the restoration of self-esteem, access to available resources, and the attainment of independent functional and meaningful roles in the community through the recovery process.
- 4.1.1.2. Community Support Services provides treatment to individuals using a recovery model of care for individuals with severe and persistent mental illness. Treatment is community based and focuses on assisting individuals to increase their ability to manage their illness and improve the quality of their lives while residing in their own community. Clinicians help individuals access needed entitlements, acquire or maintain housing, and develop the necessary skills to manage symptom of their illness with the focus on independent living and vocational or volunteer participation.

4.1.1.3 The contractor will expand outpatient services to include providing school-based mental health services within the Newport School District with one Full-Time Equivalent (FTE) Mental Health Professional (MHP) who will also be a Designated Mental Health Professional (DMHP). Services will be provided to Medicaid enrolled students in Kindergarten through 12th grade who meet access to care guidelines. Services may include screening, intakes, individual, family and group treatment, case management support, coordinated planning with community supports, and consultation and training. Services will be provided year around, including a summer program, at a community location the individual or family chooses.

4.1.2. **Outpatient Psychiatric Services**

4.1.2.1. Contractor shall provide outpatient psychiatric services to all enrolled eligible individuals who are in need of such care. Access to psychiatric care must be provided no more than thirty (30) days of request, as staff resources allow, and in accordance with Washington Administrative Code (WAC) and Revised Code of Washington (RCW) requirements. Outpatient psychiatric care will include at a minimum the following:

- 4.1.2.1.1. Psychiatric evaluation, diagnosis, and treatment;
- 4.1.2.1.2. Psychiatric consultation including outpatient emergencies;
- 4.1.2.1.3. Medication prescription and management including clinic, laboratory and pharmacy services in accordance with WAC 388-865-0458 or any of its successors; and
- 4.1.2.1.4. Referral for non-psychiatric medical problems.

4.1.3. **Crisis Response Services**

4.1.3.1. The Contractor shall provide integrated crisis response services to persons on a twenty-four (24) hour, seven (7) day per week basis, including, but not limited to:

- 4.1.3.1.1. Crisis Hotline: Telephone service provided by trained personnel or qualified staff. Services include triage, referral and telephone based support to individuals experiencing a mental health crisis. Crisis hotlines operate on a twenty-four (24) hour basis. This service will be accessed via a published local or toll free number. Crisis Hotline services may be provided without an intake evaluation for mental health services. The Crisis phones shall be answered by qualified persons who are proficient, or can immediately access personnel proficient in the use of TTD/TTY and alternate languages, for the hearing impaired and limited English proficient population(s). Contractor will assure that policies and procedures are in place;

- 4.1.3.1.2. Availability. The Contractor shall provide for reasonable and adequate hours of operation including twenty-four (24) hour, seven (7) days per week availability of information, referral, and emergency services;
- 4.1.3.1.3. The status presented by an individual and the coordination of care documents, shall indicate appropriate treatment modalities to meet individual need, and shall include, but not be limited to the behavioral health services identified in the State Plan and listed below, to be provided by the Contractor directly.
- 4.1.3.1.4. Assurance that individuals who are referred or present themselves for emergency or crisis services receive face-to-face contact when appropriate by qualified staff;
- 4.1.3.1.5. For each call that requires clinical intervention, provide documentation, of the date, time and duration. In addition, the Contractor will report to the SCRBHO the total number of calls received on an annual basis.

5. INVOLUNTARY TREATMENT ACT (ITA) / LESS RESTRICTIVE ALTERNATIVE (LRA) MONITORING SERVICES

5.1. The Contractor shall:

- 5.1.1. Provide appropriately credentialed staff to ensure that individuals are appropriately assessed for involuntary commitment, extensions or revocations under RCWs 71.05 and 71.34. The Contractor shall also ensure that all outpatient providers court ordered to provide treatment services to Pend Oreille County individuals being released on a least restrictive alternative court order from the community or state hospital are monitored for compliance with said order;
- 5.1.2. Obtain written documentation of SCRBHO approval of individuals as DMHPs;
- 5.1.3. Provide community based DMHP evaluation when requested and in compliance with applicable laws and protocols;
- 5.1.4. Utilize Peer Support Counselors whenever appropriate to accompany the DMHPs in order to assist with the de-escalation of individuals in crisis situations;
- 5.1.5. Arrange transportation to inpatient facilities for involuntarily detained persons. Reimbursement from DSHS shall be pursued by Contractor when required;
- 5.1.6. Facilitate, when appropriate, admissions of persons enrolled at any Behavioral Health Organization (BHO), who is voluntarily or involuntarily admitted from a Pend Oreille County location, pursuant to RCW 71.05 and 71.34, to an inpatient psychiatric facility. Ensure communication about hospitalization occurs with BHO of origin prior to admission;

- 5.1.7. All persons considered for psychiatric hospitalization shall first be considered for a less restrictive alternative to hospitalization. It shall be documented as to why the person required hospitalization rather than a community inpatient diversion alternative in the medical record;
- 5.1.8. When known, ensure communication about when and where the hospitalization occurs, with BHO of origin prior to admission; and
- 5.1.9. When known, ensure communication occurs with individual's BHO of origin prior to inpatient or Evaluation and Treatment (E&T) admission.

5.2. Coordination

- 5.2.1. The Contractor shall:
 - 5.2.1.1. Coordinate with community inpatient psychiatric providers for admissions;
 - 5.2.1.2. Ensure, through documented efforts, linkage to services on behalf of persons that may require other services and/or services of other BHO contractors;
 - 5.2.1.3. Contact any agency necessary when LRA individuals not served by a SCRBHO contracted provider to ensure agency receives information about statutory requirements for providing outpatient services;
 - 5.2.1.4. Ensure coordination with the SCRBHO Integrated Care Coordinators and the SCRBHO Authorized Service Organization (ASO) as applicable; and
 - 5.2.1.5. Collaborate with SCRBHO Leadership to determine any changes or modifications to the SCRBHO Crisis system of care.

6. CRISIS PLAN

(SCRBHO is not ready to receive crisis plan data in Raintree for Pend Oreille County Counseling Services, but a crisis plan should be kept in the individual medical record if the individual meets one of the categories)

- 6.1. Contractor will create and submit a crisis plan for required individuals in treatment beyond thirty (30) days who meet clinical appropriateness for a plan.
- 6.2. An individual **will** require a Crisis Plan under the following circumstances:
 - 6.2.1. LRA orders;
 - 6.2.2. Psychiatric hospitalization within the past six (6) months (state hospitals, E&T facilities, Children's Long Term Inpatient Program (CLIP), community psychiatric hospitals);
 - 6.2.3. Frequent crisis service contacts;
 - 6.2.4. Current suicidal/homicidal ideations or attempts;
 - 6.2.5. Allen/Marr members;
 - 6.2.6. Currently enrolled in a SCRBHO funded residential placement;
 - 6.2.7. Non-Medicaid High Utilizer individuals in mental health treatment; and

6.2.8. Current self-injurious and/or assaultive behavior.

6.3. The crisis plan will be developed collaboratively with the individual (including parents for those twelve (12) and under) and the Mental Health Care Provider (MHCP). The crisis plan will be provided to residential facilities where the individual resides and to any SCRBHO contractors that also provide services to the individual.

7. LEVEL OF CARE ASSIGNMENT

7.1. For all SCRBHO enrolled individuals that the Contractor serves:

7.1.1. The Contractor will participate in the assignment of the SCRBHO Level of Care Guidelines to provide coordination and prior authorization of medically necessary services for eligible children, youth, adults and older adults receiving behavioral health treatment for psychiatric disorders per SCRBHO policy.

8. INDIVIDUALS ON A LRA

8.1. All active individuals that are assigned to the agency as enrolled responsible for the case will be provided outpatient behavioral health services by the agency while on a LRA. The assigned provider agency is responsible for fulfilling all requirements of the LRA court order, including providing the required periodic LRA status report regarding the LRA to the LRA Monitoring provider staff, in accordance with WAC requirements.

8.2. If the individual requests psychiatric services from a professional not funded by the SCRBHO, then the MHCP assigned to the individual, will be responsible to notify Superior Court and LRA Monitoring provider staff that the individual has chosen to receive psychiatric services with another community provider not originally indicated on the court order. The individual's MHCP is responsible for ensuring that the required periodic psychiatric LRA Status Report is completed by the community psychiatric provider, in accordance with WAC requirements and submitted to the LRA Monitoring provider staff.

9. REHABILITATION CASE MANAGEMENT AND ENGAGEMENT SERVICES

9.1. Rehabilitation Case Management (RCM)

9.1.1. The usage of RCM is limited by SCRBHO to inpatient, Jail and Juvenile Detention facilities. These facilities are: Eastern State Hospital (ESH), Community Hospitals, Sunshine Health Adult Residential Treatment Facility (ARTF), E&T facilities, CLIP facilities (McGraw, Child Study and Treatment Center, Pearl Street, and Tamarack Center), Jails, and Juvenile Detentions. **An exception to this rule is Community Hospitals: use the RCM code H0023 when the individual is not Medicaid eligible; however, use H2015 Community Support when the individual has Medicaid coverage.**

9.1.2. The RCM encounter code may be used by agencies that have either an Enrolled Responsible or an Enrolled Ancillary relationship with the

individual. If the individual is unknown to the agency, a Registered episode must be created. Refer to SCRBHO Data Dictionary for Episodes.

- 9.1.3. RCM is to be utilized to provide liaison activities outlined in the description of the DSHS/DBHR Service Encounter Reporting Instructions for Behavioral Health Organization (BHO). The primary purpose of RCM is to provide case management services, care coordination services, and services that promote continuity of behavioral health care, appropriate discharge planning to maximize the benefits of the placement, and to minimize the risk of unplanned readmission.
- 9.1.4. RCM should not be used for therapeutic services as these are the responsibility of the hospital, ARTF, E&T, Jail, or Juvenile Detention.
- 9.1.5. An intake is not required prior to performing RCM services, however the individual must have an existing open Enrolled Responsible, Ancillary, or new Registered episode in the SCRBHO information system.
- 9.1.6. RCM services may be provided regardless of individual financial eligibility or Contractor's source of funding provided in the SCRBHO contract with the provider.

9.2. Required RCM Services

- 9.2.1. The Contractor will ensure that the assigned case manager/clinician will provide appropriate RCM to all active individuals admitted to a psychiatric state or community hospital, Sunshine ARTF, E&T, CLIP facility, and/or Jail and Juvenile Detention facilities for purposes of discharge planning.
- 9.2.2. The assigned case manager/clinician in collaboration with the SCRBHO Integrated Care Coordinator will provide RCM services for all individuals admitted to ESH, Community Hospital, E&T, or the CLIP facility. This will be accomplished by:
 - 9.2.2.1. Serving as the primary case contact for hospital program staff;
 - 9.2.2.2. Providing individual case management from pre-admission to discharge;
 - 9.2.2.3. Active participation in person or via phone conferencing in scheduled treatment team meetings and discharge planning with ESH, the community psychiatric hospitals, and the CLIP treatment teams;
 - 9.2.2.4. Facilitating discharge transition to community outpatient services that support hospital discharge recommendations to include medication management;
 - 9.2.2.5. Providing an enrollment intake during the hospitalization upon individual, hospital, or BHO request; and
 - 9.2.2.6. Providing ongoing communication and collaboration with the SCRBHO Integrated Care Coordinator on behalf of the individual from the point of hospital admission through discharge to outpatient treatment.

9.3. Engagement Services

- 9.3.1. The Contractor will ensure that the assigned case manager/clinician will provide appropriate Engagement Services to all individuals assigned to the Contractor after discharge from a psychiatric state or community hospital, CLIP facility, Sunshine ARTF, E&T, Detoxification Programs, Spokane County Jail, or Juvenile Detention for admission to community mental health care. These services are necessary when there are difficulties with the individual engaging in treatment.

10. WASHINGTON STATE CHILDREN'S MENTAL HEALTH SYSTEM PRINCIPLES AND CORE PRACTICE MODEL

- 10.1. Contractor shall embrace the Washington State Children's Mental Health System Principles and Core Practice Model as guidelines for providing care to children, youth, and their families as referenced in Exhibit I.

11. CHILDREN'S LONG TERM INPATIENT PROGRAM (CLIP)

- 11.1. For all enrolled individuals admitted to a CLIP facility the Contractor must ensure:

- 11.1.1. The assigned case manager/clinician in collaboration with the SCRBHO Integrated Care Coordinator will provide RCM in or with the facility to include a range of activities for the direct benefit of the admitted youth including:

- 11.1.1.1. Serve as the primary case contact for CLIP program treatment staff;
- 11.1.1.2. Provide individual case management from pre-admission to discharge;
- 11.1.1.3. Provide regular active participation in person or via audio or video conferencing in formal treatment team meetings and discharge planning with the CLIP treatment team;
- 11.1.1.4. Maintain monthly contact with admitted youth to preserve and maintain treatment relationship;
- 11.1.1.5. Facilitate discharge transition to community outpatient services that support CLIP discharge recommendations to include medication management;
- 11.1.1.6. Provide an outpatient service within seven (7) days of discharge from CLIP; and
- 11.1.1.7. Provide ongoing communication and collaboration with the SCRBHO Integrated Care Coordinator on behalf of the youth from CLIP admission through the inpatient discharge to outpatient treatment.

- 11.2. The primary assigned case manager/clinician will participate in the local Children's Intensive Task Force meetings to assist in assessing the needs of the children or youth being considered for voluntary CLIP and/or to coordinate the referrals from the task force.

12. CARE COORDINATION WITH RESIDENTIAL FACILITIES AND STEP DOWN HOUSING PROVIDERS

- 12.1. For all individuals placed in residential housing and/or step down housing to facilitate progress towards achieving living in independent housing in the individual's outpatient treatment plan.
- 12.2. Participate in regular meetings with the residential facility providers to review progress towards increased development of independent living skills and ability to transfer to a less restrictive environment.
- 12.3. Collaborate with the residential provider and the SCRBHO Integrated Care Coordinator to review the residential/step down reauthorization requests in order to determine if the individual is in the appropriate care setting.

13. COORDINATION WITH OTHER CONTRACTED BEHAVIORAL HEALTH PROVIDERS

- 13.1. The Contractor will provide the following documentation to other SCRBHO providers when an individual is referred for behavioral health treatment and services and Contractor is the responsible agency for the enrollment of the BHO individual:
 - 13.1.1. Current Agency Intake;
 - 13.1.2. Most Recent Treatment Plan;
 - 13.1.3. Agency Release of Information (ROI) (to ancillary program);
 - 13.1.4. GAINS-SS (if applicable);
 - 13.1.5. Most recent crisis plan (if applicable);
 - 13.1.6. Most recent psychological assessment (if applicable);
 - 13.1.7. Most recent psychiatric evaluation (if applicable);
 - 13.1.8. Specialty consultation (if applicable);
 - 13.1.9. Guardianship and Power of Attorney paperwork (if applicable);
 - 13.1.10. Medical advance directive (if applicable);
 - 13.1.11. Mental health advance directive (if applicable); and
 - 13.1.12. LRA court order and LRA Treatment Plan.
- 13.2. SCRBHO providers are required to make every effort to obtain guardianship and Power of Attorney paperwork from individuals they serve when the primary agency assigned to the individual is unable to obtain it.

14. FACILITY LOCATIONS

- 14.1. Upon execution of the Agreement, the Contractor shall provide to SCRBHO a written list that specifies:
 - 14.1.1. The physical address for each facility;
 - 14.1.2. The type(s) of programs provided by facility; and

14.1.3. The ages of the individuals served by each program.

15. MAINTENANCE OF EXISTING SITES

- 15.1. The Contractor shall be required to maintain primary and out-station sites existing as of the date of the full execution of this Agreement, unless written approval for modification to the out-stationed behavioral health services is obtained from the SCRBHO.
- 15.2. The Contractor shall notify the SCRBHO within ninety (90) days prior of moving and/or closing any office locations.

16. ACCESS TO CARE

- 16.1. The Contractor shall provide a mutually acceptable intake appointment to the eligible individual within ten (10) working days of an individual's request. Contractor shall provide an intake evaluation at the location requested by the individual.
- 16.2. The Contractor shall make available to the individual, a community based intake appointment if the individual has significant barriers that will impede their ability to keep a clinic based appointment.

17. PERFORMANCE GOALS

17.1. Required State Core Performance Measures

- 17.1.1. The Contractor must comply with the appointment standards identified in the contract under the Section entitled Appointment Standards.

17.2. Management Information System Data Submission Compliance

- 17.2.1. The Contractor understands and will comply with Management Information Systems standards for compliance with mandatory data submissions of demographics and service encounters.
- 17.2.2. The Contractor's data submissions will be complete, accurate and timely for the production of reliable and accurate Business Day Submission Reports that guide performance outcome goals and meet state and SCRBHO requirements.

17.3. Required Off-Site Services to Enrolled BHO Individuals

- 17.3.1. Contractor must have the capacity to provide off-site services to any individual; meeting at a mutually agreeable location rather than automatically designating that the service will be provided at the case manager/clinician's office. There is an expectation that when an individual does not show for an appointment (including intakes that a follow up call or actual outreach will be performed to re-engage the individual.

17.4. Active Participation in SCRBHO Quality and Clinical Leadership Committees

- 17.4.1. The agency will designate a representative for attendance in all assigned SCRBHO Committees, to include: Clinical and Quality Improvement; information services (data); Community Partners meetings; financial;

contractual; and any other applicable meetings. These meetings will serve as the oversight forums for the behavioral health system of care.

- 17.4.2. Meetings shall be attended by the agency Director, County Coordinator, or their designee, who shall be knowledgeable and authorized to make decisions on behalf of that agency. Compliance with this requirement will be a significant factor considered in the evaluation of contract performance.
 - 17.4.3. Representative(s) will attend, on time, to every assigned committee meeting and fully participate in the committee agenda and is responsible to inform Contractor leadership of the outcome of each meeting.
 - 17.4.4. Missed attendance of more than two (2) meetings within three (3) months may be cause to consider termination of contract.
 - 17.4.5. Complete monthly Service Denial and Contract Compliance reports.
18. **PARTICIPATION IS ONGOING WITH OTHER PROVIDERS IN THE SCRBHO SYSTEM OF CARE TO IDENTIFY INDIVIDUAL'S NEEDS IN THE COMMUNITY AND TO COLLABORATE REGARDING SPECIFIC CHILDREN AND ADULTS IN INPATIENT OR IN NEED OF DIVERSION IN ORDER TO DEVELOP A PLAN FOR THOSE INDIVIDUALS AND FAMILIES.**
19. **CONTRACTOR WILL INCLUDE PEER SUPPORT COUNSELOR EMPLOYEES AND SERVICES WITHIN THEIR AGENCY**

BEHAVIORAL HEALTH SERVICES AGREEMENT
EXHIBIT B - 2
SCOPE OF WORK
PEND OREILLE COUNTY COUNSELING SERVICES
ADULT SUD OUTPATIENT TREATMENT

1. PURPOSE

- 1.1. The purpose of this Agreement is for the Contractor to provide individualized treatment services to maintain sobriety, prevent relapse, provide education about the effects of alcohol and other drugs, and to develop a recovery support system which promotes wellness.

2. APPLICABLE LAWS AND REFERENCES

- 2.1 Washington Administrative Code (WAC) 388-877B-0300 to WAC 388-877B-0370 Chemical Dependency Outpatient Treatment.
- 2.2 WAC 246-811 Chemical Dependency Professionals.
- 2.3 Revised Code of Washington (RCW) 74.50 Alcoholism and Drug Addiction Treatment and Support.

3. PROGRAM

- 3.1. Eligibility
- 3.1.1. Services shall be provided to individual's age eighteen (18) and over. Collateral/conjoint services may also be provided to family members of individual's in treatment and counted as treatment hours, even if the person is not present.
- 2.1.2. Medicaid shall be maximized as a primary Department of Social and Health Services (DSHS)/Department of Behavioral Health and Recovery (DBHR) funding source whenever possible.

4. SERVICE ENCOUNTER REPORTING

- 4.1. The Contractor shall follow the DSHS/DBHR Service Encounter Reporting Instructions (SERI), the DSHS/DBHR Consumer Information System (CIS), the Spokane County Regional Behavioral Health Organization (SCRBHO) Data Dictionary, and any attendant updates and will report all individuals and services funded in part or wholly by the SCRBHO to the SCRBHO Information System (IS). The SCRBHO IS System is called "Raintree."

5. ALLOWABLE SERVICE MODALITIES

- 5.1. Assessment Face to Face - H0001, for a follow up assessment use H0001 with Modifier 52.

- 5.2. Brief Intervention - H0050 may be utilized for services in hospitals, medical clinics, schools, jail, home, etc. Use appropriate payor code. Services provided in Institutional settings may not be reimbursed by Medicaid – Eastern State Hospital (ESH), Children's Long Term Inpatient Program (CLIP), and Jail.
- 5.3. Services less than 10 minutes- H0047 (this is in place of 96153, 96154, H0004, H0050, T1016).
- 5.4. Recovery Support Services Funded by SABG – H0047 Modifier HF required.
- 5.5. Case Management - T1016 (Services over ten (10) minutes).
- 5.6. Crisis SUD Involuntary Treatment Act – H2011.
- 5.7. Engagement - H0023. Use Engagement when client specific, Outreach is not Raintree reportable and is only to be used when not client specific and requires a monthly report be submitted.
- 5.8. Family with client – 96154.
- 5.9. Family without client – 96155.
- 5.10. Group – 96153.
- 5.11. Interim Services H0025.
- 5.12. OP Behavioral Health Counseling – H0004 (individual counseling/therapy).
- 5.13. UA Staff Time – H0048.

6. FACILITY LOCATIONS

- 6.1. Upon execution of the Agreement, the Contractor shall provide to the SCRBHO a written list that specifies:
 - 6.1.1. The physical address for each facility;
 - 6.1.2. The type(s) of programs provided by facility; and
 - 6.1.3. The ages of the individuals served by each program.

7. MAINTENANCE OF EXISTING SITES

- 7.1. The Contractor shall be required to maintain primary and out-station sites existing as of the date of the full execution of this Agreement, unless written approval for modification to the out-stationed behavioral health services is obtained from the SCRBHO.
- 7.2. The Contractor shall notify the SCRBHO within ninety (90) days prior of moving and/or closing any office locations.

8. PERFORMANCE GOALS

- 8.1. **Required State Core Performance Measures**
 - 8.1.1. The Contractor must comply with the appointment standards identified in the contract under the Section entitled Appointment Standards.

8.2. Management Information System Data Submission Compliance

- 8.2.1. The Contractor understands and will comply with Management Information Systems standards for compliance with mandatory data submissions of demographics and service encounters.
- 8.2.2. The Contractor's data submissions will be complete, accurate and timely for the production of reliable and accurate Business Day Submission Reports that guide performance outcome goals and meet state and SCRBHO requirements.

8.3. Active Participation in the SCRBHO Quality and Clinical Leadership Committees

- 8.3.1. The agency will designate a representative for attendance in all assigned SCRBHO Committees, to include: Clinical and Quality Improvement; Information Services (data); Community Partners; financial; contractual; and any other applicable meetings. These meetings will serve as the oversight forums for the behavioral health system of care.
- 8.3.2. Meetings shall be attended by the agency Director, County Coordinator, or their designee, who shall be knowledgeable and authorized to make decisions on behalf of that agency. Compliance with this requirement will be a significant factor considered in the evaluation of contract performance. Missed attendance of more than two (2) episodes within three (3) months may be cause to consider termination of contract.
- 8.3.3. Representative(s) will attend, on time, every assigned committee meeting and fully participate in the committee agenda and is responsible to inform Contractor leadership of the outcome of each meeting.
- 8.3.4. Complete monthly Service Denial and Contract Compliance reports.

9. PARTICIPATION IS ONGOING WITH OTHER PROVIDERS IN THE SCRBHO SYSTEM OF CARE TO IDENTIFY INDIVIDUAL NEEDS IN THE COMMUNITY AND TO COLLABORATE REGARDING SPECIFIC CHILDREN AND ADULTS IN INPATIENT OR IN NEED OF DIVERSION IN ORDER TO DEVELOP A PLAN FOR THOSE INDIVIDUALS AND FAMILIES.

BEHAVIORAL HEALTH SERVICES AGREEMENT
EXHIBIT B - 3
SCOPE OF WORK
PEND OREILLE COUNTY COUNSELING SERVICES
YOUTH SUD OUTPATIENT SERVICES

1. PURPOSE

- 1.1. The purpose of this Agreement is for the Contractor to provide individualized treatment services to maintain sobriety, prevent relapse, provide education about the effects of alcohol and other drugs, and to develop a recovery support system which promotes wellness.

2. APPLICABLE LAWS AND REFERENCES

- 2.1. Washington Administrative Code (WAC) 388-877B Chemical Dependency Outpatient Treatment.
- 2.2. WAC 246-811 Chemical Dependency Professionals.
- 2.3. Revised Code of Washington (RCW) 74.50 Alcoholism and Drug Addiction Treatment and Support.

3. PROGRAM

- 3.1. Youth are eligible for outpatient Substance Use Disorder (SUD) treatment as follows:
 - 3.1.1. Youth ages ten (10) through seventeen (17) diagnosed at either an abuse or chemical dependent level;
 - 3.1.2. The age at which a youth may self-refer for treatment without parental consent (age of consent) is thirteen (13) years of age;
 - 3.1.3. Youth under age ten (10) may be served with the approval of the Division of Behavioral Health and Recovery (DBHR) Behavioral Health Administrator;
 - 3.1.4. Young adults, age eighteen (18) through twenty (20) who, based on developmental needs, may be more appropriately served in a youth outpatient treatment setting. The case file shall contain documentation supporting the clinical decision;
 - 3.1.5. Youth who, based on developmental needs, may be more appropriately served in an adult outpatient treatment setting shall be referred to such services and the case files shall contain documentation supporting the clinical decision; and
 - 3.1.6. Youth without medical coverage will be referred to the Department of Social and Health Services (DSHS) to apply for medical coverage.

3.2. Youth Family Support Services

- 3.2.1. The Contractor will refer Medicaid eligible youth that have not previously received an Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) health screen to an EPSDT primary health care provider for an EPSDT health screen.

3.3. Treatment Services

- 3.3.1. For youth that meet the financial and eligibility standards for publicly-funded SUD treatment services, the Contractor shall ensure:
- 3.3.1.1. Youth outpatient services include treatment appropriate for SUD in addition to treatment for substance dependency;
 - 3.3.1.2. Youth outpatient services address the needs of youth waiting for placement in youth residential treatment, and youth requiring aftercare following youth residential treatment; and
 - 3.3.1.3. Continuing responsibility for involvement in the continuum of services and treatment planning for youth referred to residential treatment programs.

3.5. Continuing Education: Requirements to Work with Youth

- 3.5.1. Chemical Dependency Professionals (CDP) who are working with the youth outpatient treatment population must dedicate ten (10) of the forty (40) required Continuing Education credits for CDP recertification to adolescent specific training or professional development activities.

4. GUIDING PRINCIPLES

- 4.1. The Contractor shall support the DSHS Guiding Principles for Youth Services to the extent possible.
- 4.1.1. Family and Youth Voice and Choice: Family and youth voice, choice, and preferences are intentionally elicited and prioritized during all phases of the treatment process, including planning, delivery, transition, and evaluation of services.
 - 4.1.2. Family-focused and Youth-Centered: Services and interventions are family focused and child centered from the first contact with or about the family or child.
 - 4.1.3. Team-based: Services and supports are planned and delivered through a multi-agency, collaborative, teaming approach. Team members are chosen by the family and connected to them through natural, community, and formal support and service relationships. The team works together to develop and implement a plan to address unmet needs and work toward the family's vision.
 - 4.1.4. Natural Supports: The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships (e.g. friends, neighbors, community and faith based organizations). The recovery plan reflects activities and interventions that draw on sources of natural support to promote recovery and resiliency.

- 4.1.5. Collaboration: the system responds effectively to the behavioral health needs of multi-system involved youth and their caregivers, including children in the child welfare, juvenile justice, developmental disabilities, substance abuse, primary care, and education systems.
- 4.1.6. Culturally Relevant: Services are culturally relevant and provided with respect for the values, preferences, beliefs, culture, and identity of the youth and family and their community.
- 4.1.7. Individualized: Services, strategies, and supports are individualized and tailored to the unique strengths and needs of each youth and family. They are altered when necessary to meet changing needs and goals or in response to poor outcomes.
- 4.1.8. Outcome-based: Based on the family's needs and vision, the team develops goals and strategies, ties them to observable indicators of success, monitors progress in terms of these indicators, and revised the plan accordingly. Services and supports are persistent and flexible so as to overcome setbacks and achieve their intended goals and outcomes.

5. SERVICE ENCOUNTER REPORTING

- 5.1. The Contractor shall follow the DSHS/DBHR Service Encounter Reporting Instructions (SERI), the DSHS/DBHR Consumer Information System (CIS), the Spokane County Regional Behavioral Health Organization (SCRBHO) Data Dictionary, and any attendant updates and will report all individuals and services funded in part or wholly by the SCRBHO to the SCRBHO Information System (IS). The SCRBHO IS System is called "Raintree."

6. ALLOWABLE SERVICE MODALITIES

- 6.1. Assessment Face to Face - H0001, for a follow up assessment use H0001 with Modifier 52.
- 6.2. Brief Intervention - H0050 may be utilized for services in hospitals, medical clinics, schools, jail, home, etc. Use appropriate payor code. Services provided in Institutional settings may not be reimbursed by Medicaid – Eastern State Hospital (ESH), Children's Long Term Inpatient Program (CLIP), and Jail.
- 6.3. Services less than 10 minutes- H0047 (this is in place of 96153, 96154, H0004, H0050, T1016).
- 6.4. Recovery Support Services Funded by SABG – H0047 Modifier HF required.
- 6.5. Case Management - T1016 (Services over ten (10) minutes).
- 6.6. Crisis SUD Involuntary Treatment Act – H2011.
- 6.7. Engagement - H0023. Use Engagement when client specific, Outreach is not Raintree reportable and is only to be used when not client specific and requires a monthly report be submitted.
- 6.8. Family with client – 96154.
- 6.9. Family without client – 96155.
- 6.10. Group – 96153.

- 6.11. Interim Services H0025.
- 6.12. OP Behavioral Health Counseling – H0004 (individual counseling/therapy).
- 6.13. UA Staff Time – H0048.

7. FACILITY LOCATIONS

- 7.1. Upon execution of the Agreement, the Contractor shall provide to the SCRBHO a written list that specifies:
 - 7.1.1. The physical address for each facility;
 - 7.1.2. The type(s) of programs provided by facility; and
 - 7.1.3. The ages of the individuals served by each program.

8. MAINTENANCE OF EXISTING SITES

- 8.1. The Contractor shall be required to maintain primary and out-station sites existing as of the date of the full execution of this Agreement, unless written approval for modification to the out-stationed behavioral health services is obtained from the SCRBHO.
- 8.2. The Contractor shall notify the SCRBHO within ninety (90) days prior of moving and/or closing any office locations.

9. PERFORMANCE GOALS

- 9.1. **Required State Core Performance Measures**
 - 9.1.1. The Contractor must comply with the appointment standards identified in the contract under the Section entitled Appointment Standards.
- 9.2. **Management Information System Data Submission Compliance**
 - 9.2.1. The Contractor understands and will comply with Management Information Systems standards for compliance with mandatory data submissions of demographics and service encounters.
 - 9.2.2. The Contractor's data submissions will be complete, accurate and timely for the production of reliable and accurate Business Day Submission Reports that guide performance outcome goals and meet state and SCRBHO requirements.
- 9.3. **Active Participation in the SCRBHO Quality and Clinical Leadership Committees**
 - 9.3.1. The agency will designate a representative for attendance in all assigned SCRBHO Committees, to include: Clinical and Quality Improvement; Information Services (data); Community Partners; financial; contractual; and any other applicable meetings. These meetings will serve as the oversight forums for the behavioral health system of care.
 - 9.3.2. Meetings shall be attended by the agency Director, County Coordinator, or their designee, who shall be knowledgeable and authorized to make decisions on behalf of that agency. Compliance with this requirement will

be a significant factor considered in the evaluation of contract performance. Missed attendance of more than two (2) episodes within three (3) months may be cause to consider termination of contract.

9.3.3. Representative(s) will attend, on time, every assigned committee meeting and fully participate in the committee agenda and is responsible to inform Contractor leadership of the outcome of each meeting.

9.3.4. Complete monthly Service Denial and Contract Compliance reports.

10. **PARTICIPATION IS ONGOING WITH OTHER PROVIDERS IN THE SCRBHO SYSTEM OF CARE TO IDENTIFY INDIVIDUAL NEEDS IN THE COMMUNITY AND TO COLLABORATE REGARDING SPECIFIC CHILDREN AND ADULTS IN INPATIENT OR IN NEED OF DIVERSION IN ORDER TO DEVELOP A PLAN FOR THOSE INDIVIDUALS AND FAMILIES.**

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT C

ASSURANCES AND REPRESENTATIONS

Certification of Compliance with the American with Disabilities Act of 1990

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of the Americans with Disabilities Act of 1990. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative Annabelle S. Payne
Printed Name of Representative Annabelle S. Payne
Date 3-30-2016

Certification of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended.

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of Section 504 of the Rehabilitation Act of 1973, as amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative Annabelle S. Payne
Printed Name of Representative Annabelle S. Payne
Date 3-30-2016

Certification of Compliance with the Civil Rights Act of 1964, As Amended

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of The Civil Rights Act of 1964, As Amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative Annabelle S. Payne
 Printed Name of Representative Annabelle S. Payne
 Date 3-30-2014

Certification of Compliance with the Drug Free Workplace Act of 1988

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of The Drug Free Workplace Act of 1988. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative Annabelle S. Payne
 Printed Name of Representative Annabelle S. Payne
 Date 3-30-2014

Certification of Third Party Collections

The agency certifies that third party fees were pursued to reimburse the cost of care for mental health services for BHO individual's including revenue received from Medicare, insurance companies, and directly from individuals for services rendered.

The agency certifies that it maintains records in such a manner as to reasonably ensure that all third party resources available to individuals are identified and pursued in accordance with reasonable collection practices which apply to all other payors for services.

The agency certifies that Medicaid enrollees are not charged for any services covered by terms of this Agreement.

Signature of Representative Annabelle S. Payne
 Printed Name of Representative Annabelle S. Payne
 Date 3-30-2014

Certification regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned agrees to complete and submit Standard Form=LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

Signature of Representative Annabelle S. Payne
Printed Name of Representative Annabelle S. Payne
Date 3-30-2016

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The agency certifies to the best of its knowledge and belief that it, its employee's and individuals or entities with an ownership or control interest:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this contract agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b), of this certification.
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

By signing below, the agency certifies that debarment status for each employee, all new employees and all individuals or entities with an ownership or control interest has been verified at <http://exclusions.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/?> and that each employee, any new employees and all individuals or entities with ownership or control interest have been checked monthly against the monthly supplement available at http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp.

I understand that a false statement of this certification may be ground for termination of the contract agreement.

Signature of Representative *Annabelle S. Payne*
 Printed Name of Representative Annabelle S. Payne
 Date 3-30-2016

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT D

**VERIFICATION OF REQUIREMENT OR NON REQUIREMENT FOR 2 CFR PART 200
AUDIT**

The undersigned certifies, to the best of his or her knowledge and belief that the Contractor is either required or not required to procure the below mentioned audit, per the contract section 7.22. which reads:

If the Contractor is a sub recipient and expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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.

REQUIRED TO PROCURE AUDIT

Signature of Representative *Annabelle S. Payne*
Printed Name of Representative Annabelle S. Payne
Date 8-30-2016
Fiscal Year Begins 11/1/ Fiscal Year Ends 12/31/

OR

NOT REQUIRED TO PROCURE AUDIT

Signature of Representative _____
Printed Name of Representative _____
Date _____
Fiscal Year Begins ___/___/___ Fiscal Year Ends ___/___/___

BEHAVIORAL HEALTH SERVICES AGREEMENT**EXHIBIT E****VERIFICATION OF WORKMAN'S COMPENSATION COVERAGE**

The undersigned certifies, to the best of his or her knowledge and belief that the State Industrial Account Identification Number listed below is assigned to the Contractor and that the coverage is in effect, per the contract section 23.2.6.4. which reads:

When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing its Contractor's State Industrial Account Identification number.

REQUIRED INFORMATION

Agency Name Pend Oreille County Counseling Services

State Industrial Account Identification Number 004.843-00

Signature of Representative Annabelle S. Payne

Printed Name of Representative Annabelle S. Payne

Date 3-30-2016

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT F

VERIFICATION OF STATUS AS A FEDERALLY QUALIFIED HEALTH CENTER (FQHC)

The Spokane County Regional Behavioral Health Organization (SCRBHO) is required to report agencies that have received funding through the SCRBHO that qualify as a FQHC. We need your verification if you have received designation as a FQHC from Centers for Medicare and Medicaid Services (CMS).

An entity qualifies as a FQHC if it is:

- Receiving a grant under Section 330 of the Public Health Service (PHS) Act;
- Receiving funding from such grant under a contract with the recipient of a grant and meets the requirements to receive a grant under Section 330 of the PHS Act;
- Not receiving a grant under Section 330 of the PHS Act, but determined by the Department of Health and Human Services (HHS) to meet the requirements for receiving such a grant (i.e. qualifies as a FQHC look-alike) based on the recommendation of the Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR); or
- Operating as an outpatient health program or qualified facility of a tribe or tribal organization under the Indian Self-Determination Act or as an urban Indian Organization receiving funds under Title V of the Indian Health Care Improvement Act as of October 1, 1991.

Are you certified as a Federally Qualified Health Center (FQHC)?

Yes No

Signature of Representative *Annabelle S. Payne*

Printed Name of Representative Annabelle S. Payne

Date 3-30-2016

BEHAVIORAL HEALTH SERVICES AGREEMENT**EXHIBIT G-1****PERFORMANCE EXPECTATIONS FOR APRIL 1, 2016 THROUGH JUNE 30, 2017
PEND OREILLE COUNTY COUNSELING SERVICES (MENTAL HEALTH)**

1. Hospital and Psychiatric admission reductions;
 - A. Adult admissions at Eastern State Hospital shall not exceed 9.
 - B. Child admissions at Community Hospitals shall not exceed 4.

The expectation is for each county as a whole, except for Northeast Washington Alliance Counseling Services which is three (3) counties. All providers share the same risk. The measurement encompasses all individuals, Medicaid and Non-Medicaid. This measurement does not include psychiatric hospitalizations at Children's Long Term Inpatient Program (CLIP), Evaluation and Treatment Facilities (E&T), or crisis stabilization facilities.
2. At a minimum the agency should serve the following within the contract period:
 - A. Number of Individuals: 560
 - B. Number of services provided: 6,418
 - C. The number of hours provided: 4,756
 - D. No-shows or cancelations for intakes shall not exceed fifteen percent (15%) based on the Access to Care Report.
3. Annual Monitoring:
 - A. Seventy-five percent (75%) of charts chosen for clinical review must demonstrate person centered recovery, questions 2-8 of the clinical monitoring tool.
 - B. WAC requirements must meet or exceed ninety-six percent (96%), questions 9-15 of current clinical monitoring tool.
 - C. Encounter Data Validation monitoring must meet or exceed a minimum of ninety-six percent (96%) of all the questions contained on the EDV monitoring.
 - D. Information Systems (IS) monitoring must meet or exceed ninety-six percent (96%). The "total findings divided by the total scoreable questions" determines the percentage. Informational questions are not included, and "met with recommendations" are not counted as findings.
4. Data Submission:
 - A. Ninety-nine percent (99%) of data must be submitted within thirty (30) calendar days based on Business Day Submission Timeliness report.
 - B. One hundred percent (100%) of error report data corrections must be submitted within fourteen (14) calendar days of notification based on the Spokane County Regional Behavioral Health Organization (SCRBHO) Weekly Error Report.

BEHAVIORAL HEALTH SERVICE AGREEMENT**EXHIBIT G-2****SUD PERFORMANCE EXPECTATIONS
FOR APRIL 1, 2016 THROUGH JUNE 30, 2017**

1. The Number of Clients, Services, and Hours for the period of April 1, 2016 through September 30, 2016 will be provided on a monthly basis to the Contractor in order to establish a beginning baseline. No later than December 31, 2016 the number of clients served, services and hours provided may be adjusted for the period of January 1, 2017 through June 30, 2017 with an expectation that the Contractor will meet the adjusted expectations.
2. The baseline no show rate for all services after Assessment will be below 15% for the period of April 1, 2016 through September 30, 2016 and may be adjusted for the period of January 1, 2017 through June 30, 2017. If a Contractor is higher than 18% the Contractor will be required to submit a plan to reduce the no show rate.
3. The number of days from request for service to completed Assessment shall be within 10 working days, and from request to service to routine service after Assessment shall be no greater than 28 days.
4. Contractor shall participate in discharge planning from SUD residential/inpatient facilities. The number of readmissions within 60 days to a residential/inpatient facility will be reported to the Contractor as a baseline. The goal is to maintain the individual in the appropriate outpatient service structure as defined by the person's need and acuity. Beginning January 1, 2017 the number of readmissions to residential/inpatient will be monitored for Contractor and expectations will be established.
5. The Contractor will participate and collaborate with SCRBHO and other SUD contracted providers to determine a Performance Improvement Project for 2016 that pertains to SUD. This project will be addressed in the Quality Improvement Committee.
6. The Contractor will participate in discussions and determination of SUD Evidenced Based Practices or Promising Practices for purposes of providing the appropriate treatment of individuals.
7. Person Centered Recovery and Practice Guidelines will be monitored in the annual monitoring. The charts reviewed must meet 70% of the expectation.



**Spokane County Community Services and Housing and Community Development
Spokane County Regional Behavioral Health Organization
Contract Funding Schedule for April 2016 to June 2017**

Exhibit H

Provider Agency:
Effective Date:
Contract No:

Pend Oreille Counseling Services
4/1/2016
16BHO1937

	Funding Sources			TOTAL
	Monthly Rate	Medicaid	Non-Med	
April 2016 to June 2016 (3 Months)				
MH Outpatient Medicaid Funding (BARS 564.44)	103,450.00	310,350.00		310,350.00
MH Crisis Medicaid Funding (BARS 564.41)	15,165.00	45,495.00		45,495.00
MH Outpatient Non-Medicaid Funding (BARS 564.44)	1,045.00		3,135.00	3,135.00
MH Crisis Non-Medicaid Funding (BARS 564.41)	15,784.00		47,352.00	47,352.00
MH Jail Non-Medicaid Funding (BARS 564.51)	177.00		531.00	531.00
SUD Outpatient Medicaid Funding (BARS 566.50)	10,138.00	30,414.00		30,414.00
SUD Outpatient Non-Medicaid Funding (BARS 566.50)	1,257.00		3,771.00	3,771.00
SUD Engagement & Referral Non-Medicaid Funding (BARS 566.30)	120.00		360.00	360.00
SUD Outpatient CJTA Funding (BARS 566.50)	550.00			1,650.00
SUD Engagement & Referral CJTA Funding (BARS 566.30)	54.00			162.00
Total Funding April 2016 to June 2016 (3 Months)	\$147,740.00	\$386,259.00	\$55,149.00	\$443,220.00

	Funding Sources			TOTAL
	Monthly Rate	Medicaid	Non-Med	
July 2016 to June 2017 (12 Months)				
MH Outpatient Medicaid Funding (BARS 564.44)	103,450.00	1,241,400.00		1,241,400.00
MH Crisis Medicaid Funding (BARS 564.41)	15,165.00	181,980.00		181,980.00
MH Outpatient Non-Medicaid Funding (BARS 564.44)	1,045.00		12,540.00	12,540.00
MH Crisis Non-Medicaid Funding (BARS 564.41)	15,784.00		189,408.00	189,408.00
MH Jail Non-Medicaid Funding (BARS 564.51)	177.00		2,124.00	2,124.00
SUD Outpatient Medicaid Funding (BARS 566.50)	10,138.00	121,656.00		121,656.00
SUD Outpatient Non-Medicaid Funding (BARS 566.50)	1,257.00		15,084.00	15,084.00
SUD Engagement & Referral Non-Medicaid Funding (BARS 566.30)	120.00		1,440.00	1,440.00
SUD Outpatient CJTA Funding (BARS 566.50)	550.00			6,600.00
SUD Engagement & Referral CJTA Funding (BARS 566.30)	54.00			648.00
Total Funding July 2016 to June 2017 (12 Months)	\$147,740.00	\$1,545,036.00	\$220,596.00	\$1,772,880.00

	Medicaid	Non-Med	CJTA	TOTAL
Total Contract Funding April 2016 to June 2017 (15 months)	\$1,931,295.00	\$275,745.00	\$9,060.00	\$2,216,100.00

**Spokane County Community Services and Housing and Community Development
Spokane County Regional Behavioral Health Organization
Contract Funding Schedule for April 2016 to June 2017
Exhibit H**

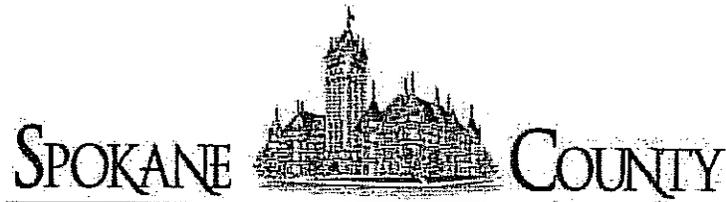


Provider Agency: **Pend Oreille Counseling Services**

Effective Date: **4/1/2016**

Contract No: **16BHO1937**

Contract Calculations				
	(1) Approved Annual	(2) Total Monthly Amount (#1/12 months, rounded)	(3) Annual Contract Amount (#2 * 12 months, rounded)	(4) 15 month Contract Amount (#2 * 15 months)
MH Outpatient/Medicaid	\$1,241,395.00	\$103,450.00	\$1,241,400.00	\$1,551,750.00
MH Outpatient/Non-Medicaid	\$12,539.00	\$1,045.00	\$12,540.00	\$15,675.00
MH Outpatient TOTAL	\$1,253,934.00	\$104,495.00	\$1,253,940.00	\$1,567,425.00
Crisis/Medicaid	\$181,979.00	\$15,165.00	\$181,980.00	\$227,475.00
Crisis/Non-Medicaid	\$189,407.00	\$15,784.00	\$189,408.00	\$236,760.00
MH Crisis TOTAL	\$371,386.00	\$30,949.00	\$371,388.00	\$464,235.00
MH/All/Non-Medicaid	\$2,126.00	\$177.00	\$2,124.00	\$2,655.00
Mental Health Services TOTALS	\$1,627,446.00	\$135,621.00	\$1,627,452.00	\$2,034,315.00
SUD/Medicaid	\$121,657.00	\$10,136.00	\$121,656.00	\$152,070.00
SUD/Non-Medicaid	\$6,522.00	\$537.00	\$6,524.00	\$8,155.00
SUD/GTA	\$7,243.00	\$604.00	\$7,248.00	\$9,060.00
SUD Services TOTALS	\$145,422.00	\$12,119.00	\$145,428.00	\$181,785.00
Contract TOTALS (MH & SUD)	\$1,772,868.00	\$147,740.00	\$1,772,880.00	\$2,216,100.00



COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT
CHRISTINE BARADA, DIRECTOR

QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)
FOR HEALTH INFORMATION EXCHANGE
EXHIBIT I

The Spokane County Regional Behavioral Health Organization ("SCRBHO"), a division of Spokane County Community Services, Housing, and Community Development Department (CSHCD), Health Information Organization ("HIO") and *Pend Oreille County Counseling Services* ("Organization") hereby enter into an Agreement whereby Organization agrees to provide and receive individual demographic and service encounter data as a contracted service provider of the SCRBHO system of care for the following types of services:

- Substance use disorder ("SUD") outpatient, substance use disorder inpatient/residential, mental health ("MH") outpatient, mental health inpatient, and/or co-occurring disorder (SUD and MH) outpatient services.

Furthermore, the Organization:

1. Acknowledges that in receiving, transmitting, transporting, storing, processing, disclosing, or otherwise dealing with any information or data received from the SCRBHO HIO, identifying or otherwise, relating to SUD or Co-Occurring Disorder (COD) individuals within the SCRBHO HIO system ("protected information"), it is fully bound by the provisions of this Agreement, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Code of Federal Regulations (CFR) 42 CFR Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 142, 160, 162, and 164, and Chapter 70.02 of the Revised Code of Washington (RCW) and may not use, disclose, or re-disclose the protected information provided except as permitted by this Agreement or by law;
2. Agrees that it will not use, disclose, or re-disclose the protected information except as permitted or required by this Agreement, the required SCRBHO HIO's *Consent for the Release of Confidential Information About Alcohol or Drug Treatment and Other Protected Health Information Through Health Information Exchange* form ("consent for release of confidential information form"), or by law with respect to such information;¹
3. Agrees to report to the HIO any data breach or any use or disclosure of the protected information not provided for by this Agreement or the HIO's consent for release of confidential information form, of which it becomes aware, within five (5) business days, to the HIO's designated privacy or security official via phone call and/or email, and if protected information is included, then via secure/encrypted email, secure fax, or other trusted and secure system;
4. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

¹ 42 C.F.R. 2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from disclosing or re-disclosing any individual's identifying information even to an agent or subcontractor without written consent.



QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)
FOR HEALTH INFORMATION EXCHANGE

5. Agrees to comply with HIPAA's security provisions with regard to electronic protected health information in accessing or using the HIO system, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
6. Agrees that, when accessing and using the HIO system, the use will be limited to comply with 42 C.F.R. Part 2, the SCRBHO HIO Consent for Release of Confidential Information Form, this QSOA, and the HIPAA the minimum necessary;
7. Agrees that if or when the Organization enters into a contract with any agent, including a subcontractor, the agent will not be allowed to access or use the HIO's computer system on behalf of the Organization;
8. Agrees to ensure that the Organization will not provide or disclose any protected information received or accessed directly from the HIO system to any agent, including a subcontractor, to whom the Organization is contractually bound; and
9. Unless given specific SCRBHO approval and user specific access to do so from the HIO system, Organization expressly agrees not to use, disclose, re-disclose, or otherwise deal with any protected information received or accessed directly from the HIO system for the purpose of a Medical Emergency request as specified and defined in 42 C.F.R. Part 2.

The HIO agrees to provide the Organization with the following services:

- Infrastructure to exchange individual electronic health records, serve as a data repository, provide access to the HIO's computer system and business application for disclosing, accessing, and receiving individual electronic health records.

Furthermore, the HIO:

1. Acknowledges that in receiving, transmitting, transporting, storing, processing, disclosing, re-disclosing, or otherwise dealing with protected information received from the Organization, identifying or otherwise relating to the Organization's SUD or COD individuals, it is fully bound by the provisions of this Agreement, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 142, 160, 162, and 164, and RCW Chapter 70.02 and may not use, disclose, or re-disclose the protected information provided except as permitted by this Agreement or by law;
2. Agrees that it will not use, disclose, or re-disclose the protected information except as permitted or required by this Agreement, the required SCRBHO HIO's consent for release of confidential information form, or by law with respect to such information;²
3. Agrees to report to the Organization any breach of protected information, or any use or disclosure of the protected information not provided for by this Agreement or the HIO's consent for release of confidential information form, of which it becomes aware, within five (5) business

² 42 C.F.R. 2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from re-disclosing any individual's identifying information even to an agent or subcontractor without written consent. SCRBHO HIO's consent for release of confidential information form ("form") is required to be signed by all Organization's SUD individuals in order to receive services funded by SCRBHO. The individual's signature on the form, or the person signing the form on behalf of the individual, authorizes the HIO to disclose and re-disclose protected information to a specified list of HIO affiliated recipients for the purpose and conditions as specified in the form.

QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)
FOR HEALTH INFORMATION EXCHANGE

days, to the Organization's designated privacy or security official via phone call and/or email, or if protected information is included, then via secure/encrypted email, secure fax, or other trusted and secure system;

4. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2;
5. Agrees to comply with HIPAA's security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
6. Agrees that, when the HIO uses, discloses, re-discloses, or requests protected health information, it will limit the use, disclosure, re-disclosure or request to comply with 42 CFR Part 2, the SCRBHO HIO Consent for Release of Confidential Information Form, this QSOA, and the HIPAA the minimum necessary;
7. Agrees that if the HIO enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 CFR Part 2 and HIPAA 45 CFR Parts 142, 160, 162, and 164; and, if the HIO learns of a pattern or practice by the agent that is a material breach of the contract with the HIO, to take reasonable steps to cure the breach or terminate the contract, if feasible;
8. Agrees to ensure that any agent, including a subcontractor, to whom the HIO provides the protected information received from the Organization, or created or received by the HIO on behalf of the Organization, is contractually bound to the same restrictions and conditions that apply through this Agreement, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 142, 160, 162, and 164;
9. Agrees to provide access to the protected information at the request of the Organization, or to an individual as directed by the Organization, in order to meet the requirements of 45 CFR 164.524 which provides individuals with the right to access and copy their own protected information. The HIO will act on a request for access no later than sixty (60) calendar days after receipt of the request in accordance with 45 CFR 164.524;
10. Agrees to make, or allow the Organization to make, any amendments to the protected information provided by the Organization, as directed or agreed to by the Organization and HIO, pursuant to 45 CFR 164.526. The HIO will act on the individual's request for an amendment no later than sixty (60) calendar days after receipt of such a request in accordance with 45 CFR 164.526;
11. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the Organization, or created or received by the HIO on behalf of the Organization, to the Organization or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Organization's compliance with HIPAA. The HIO will act on this request no later than thirty (30) calendar days after receipt of such a request;
12. Agrees to document disclosures of protected information, and information related to such disclosures, as would be required for the Organization or the HIO to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR 164.528. The HIO will act on the individual's request for an accounting, no later than sixty (60) calendar days after receipt of such a request, in accordance with 45 CFR 164.528; and

QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)
FOR HEALTH INFORMATION EXCHANGE

13. Agrees to provide the Organization, or an individual with information in accordance with paragraph 9 of this Agreement, with the required documented disclosures to permit the Organization to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR 164.528. The HIO will act on the individual's request for an accounting, no later than sixty (60) calendar days after receipt of such a request, in accordance with 45 CFR 164.528.

Termination:

1. The Organization may terminate this Agreement if it determines that the HIO has violated any material term, or the Organization is no longer funded by SCRBHO;
2. The HIO may terminate this Agreement if it determines that the Organization has violated any material term, or the Organization is no longer funded by SCRBHO;
3. Upon termination of this Agreement for any reason, the HIO shall return or destroy all protected information received from the Organization, or created or received by the HIO on behalf of the Organization. This provision shall apply to protected information that is in the possession of subcontractors or agents of the HIO. The HIO shall retain no copies of the protected information;
4. In the event that the HIO determines that returning or destroying the protected information is infeasible, the HIO shall notify the Organization of the conditions that make return or destruction infeasible within thirty (30) calendar days of termination and through certified USPS mail and email; and
5. Upon notification that the return or destruction of the protected information is infeasible, the HIO shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the HIO maintains the information.

Signatures begin on the next page

QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)
FOR HEALTH INFORMATION EXCHANGE

IN WITNESS WHEREOF the Parties have signed this Agreement effective this ____ day of _____, 2016.

**BOARD OF COUNTY COMMISSIONERS
FOR BOARD OF COUNTY COMMISSIONERS OF
SPOKANE COUNTY, WASHINGTON**

Christine Barada, Director
Community Services
Housing and Community Development

(Signing by Authority of Res. No. 2009-0290)

DATE: 3-30-2016

CONTRACTOR:
Pend Oreille County Counseling Services

Annabelle S. Payne
Signature

Annabelle S. Payne
Printed Name

Director
Title

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT J

CD CONTENTS

PIHP Contract No. 1669-58007 and all amendments
State Contract No. 1669-57900 and all amendments
DSHS SABG Contract No. 1669-58053 and all amendments (if Applicable)
DSHS/DBHR General Terms and Conditions Contract No. 1684-56856
Fiscal/Program Requirements
DSHS 7.20 Policy
SCRBHO Data Dictionary
Service Encounter Reporting Instructions (SERI)
SERI Service Code Matrix
Third Party Quarterly Report
ESH Bed Allocation
Data Security Requirements
Access to Care Standards for BHO's
Monthly Contract Compliance Report
SCRBHO Provider Grievance Log
SCRBHO Consent Form for Disclosures
SCRBHO Service Denial Log
SCRBHO Service Denial Tracking Definitions
Provider Invoice
BHO/ASO SUD Residential Authorization Flow
BHO/ASO SUD Residential Reauthorization Flow
SUD Monthly Outreach Services Spreadsheet
SCRBHO SUD Inpatient Out of Network Admit
SCRBHO SUD Inpatient Out of Network SAL
SCRBHO SUD Inpatient Out of Network Update Reauthorization Form
SUD Utilization Management Protocols.