



SPOKANE COUNTY

**CONTRACT AGREEMENT  
Mental Health Services  
Program:**

This Agreement is by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, by and between **SPOKANE REGIONAL SUPPORT NETWORK, (SCRSN), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT (CSHCD)**, (hereinafter "SCRSN"), 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

**SCRSN INFORMATION:**

**Division:** Spokane County Community Services Housing and Community Development Department  
**Contact:** Suzie McDaniel **E-Mail:** smcdaniel@spokanecounty.org  
**Address:** 312 W. 8<sup>th</sup> 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. 8<sup>th</sup> Avenue, Spokane WA 99204  
**Phone:** (509) 477-7561 **Fax:** (509) 477-6827

**AGREEMENT START DATE:** 10/01/15 **AGREEMENT END DATE:** 03/31/16

**FUNDING:**

**Source:** Medicaid Funds **Amount:** \$713,178.00  
**Source:** Non-Medicaid Funds **Amount:** \$ 71,256.00  
**Total Funding:** \$784,434.00

COPY

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
<i>Annabelle S. Payne</i>	ANNABELLE S. PAYNE DIRECTOR	11-19-2015

PASSED AND ADOPTED this 12<sup>th</sup> day of January, 2016.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

*Todd Mielke*  
TODD MIELKE, CHAIR

ATTEST:

\_\_\_\_\_  
SHELLY O'QUINN, VICE-CHAIR

*Ginna Vasquez*  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER  
**15 - 0885**

## Mental Health Services Agreement

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### 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 – Compact Disc Documents = PIHP MH Contract No. 1569-42991 and all amendments; State MH Contract No. 1569-42994 and all amendments; DSHS/DBHR General Terms and Conditions Contract No. 1183-25401; Fiscal/Program Requirements Supplementary Instructions - Mental Health Programs; DSHS 7.20 Policy; Data Dictionary; Service Encounter Reporting Instructions; 3<sup>rd</sup> Party Quarterly Report; Quarterly Report; ESH Bed Allocation; Data Security Requirements; Monthly Contract Compliance Report; SCRSN Provider Grievance Log; Provider Invoice; and Quarterly Report.

## RECITALS

- 1) The Spokane County Regional Support Network (SCRSN), 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. 1569-42991, Exhibit I, and the DSHS/DBHR State Mental Health Contract (SMHC) Agreement No. 1569-42994, Exhibit I, for the oversight and/or provision of services related to mental health;
- 2) SCRSN 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/SCRSN Agreement attached as Exhibit I, and generally accepted practices.
- 5) The purpose of the Agreement is to provide or purchase age, linguistic and culturally competent community mental 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 and DBHR's Federal 1915 (b) Mental Health Waiver, and Medicaid (TXIX) State plan or any successors;
  - Other provisions of Title XIX of the Social Security Act, or any successors;
  - Revised Code of Washington (RCW) 70.02, 71.05, 71.24, and 71.34, or any successors; and
  - Washington Administrative Code (WAC) 388- 865, 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 October 1, 2015, 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 October 1, 2015, or the date that the Agreement is executed by both parties, whichever is later and discontinue said services on March 31, 2016, or upon earlier termination of this Agreement. Unless extended or otherwise earlier terminated this Agreement shall expire without further notice on March 31, 2016.
- 1.2. The term of the Agreement may be extended or altered only by a fully executed Amendment, pursuant to the terms of this Agreement.
- 1.3. SCRSN shall have no obligation to amend, renew or re-contract with 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 Contractor pursuant to this Agreement shall include:
- 2.1.1. The activities and services described in this Agreement. 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 Supplementary Instructions - Mental Health Programs formerly the Budget and Accounting Reporting System (BARS) Manual, Exhibit I, published by the Washington State Auditor, the State of Washington mental health system mission statement, value statement and the guiding principles for the system, the Designated Mental Health Professional (DMHP) Protocols or their successors.

## 3. INCIDENT REPORTING

- 3.1. 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 SCRSN may require the Contractor to provide additional information regarding efforts to prevent or lessen the possibility of future similar incidents.
- 3.1.1. The Contractor must have a designated incident manager responsible for meeting the requirements under this section.
  - 3.1.2. The Contractor must report and follow-up on all incidents, involving individuals, listed below.
  - 3.1.3. The Contractor must report incidents to the SCRSN. The report must contain:
    - 3.1.3.1. A description of the incident;
    - 3.1.3.2. The date and time of the incident;
    - 3.1.3.3. Incident location;
    - 3.1.3.4. Incident type;
    - 3.1.3.5. Names and ages, if known, of all individuals involved in the incident;
    - 3.1.3.6. The nature of each individual's involvement in the incident;
    - 3.1.3.7. The service history with the Contractor, if any, of individuals involved;

- 3.1.3.8. Steps taken by the Contractor to minimize harm; and
- 3.1.3.9. Any legally required notifications made by the Contractor.
- 3.1.4. 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.
  - 3.1.4.1. **Category One Incidents:** The Contractor must report and also notify the SCRSN 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)** calendar days of the incident.
    - 3.1.4.1.1. Death or serious injury of individuals, staff, or public citizens at a DSHS facility or a facility that DSHS licenses, contracts with, or certifies.
    - 3.1.4.1.2. Unauthorized leave of a mentally ill offender or a sexual violent offender from a mental health facility or a Secure Community Transition Facility. This includes Evaluation and Treatment centers (E&T), Crises Stabilization Units (CSU), and Triage Facilities that accept involuntary individuals.
    - 3.1.4.1.3. 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.
    - 3.1.4.1.4. Any event involving an individual or staff that has attracted, or that in the professional judgment of the Incident Manager, is likely to attract media attention.
  - 3.1.4.2. **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:
    - 3.1.4.2.1. Alleged individual abuse or individual neglect of a serious or emergent nature by an employee, volunteer, licensee, Contractor, or another individual;
    - 3.1.4.2.2. An assault by a Contractor staff member involving an enrolled individual;
    - 3.1.4.2.3. A substantial threat to facility operation or client safety resulting from a natural disaster (to include earthquake, volcanic eruption, tsunami, fire, flood, an outbreak of communicable disease, etc.);
    - 3.1.4.2.4. Any breach or loss of client data in any form that is considered as reportable in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and that would allow for the unauthorized use of individual personal information. In addition to the standard elements of an incident report,

- the Contractor will document and/or attach: 1) the Police report, 2) any equipment that was lost, and 3) specifics of the client information;
- 3.1.4.2.5. Any allegation of financial exploitation as defined in RCW 74.34.020;
  - 3.1.4.2.6. Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and/or certifies;
  - 3.1.4.2.7. Any serious suicide attempt that results in hospitalization;
  - 3.1.4.2.8. Any event involving an individual or staff, likely to attract media attention in the professional judgment of the Incident Manager;
  - 3.1.4.2.9. 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;
  - 3.1.4.2.10. Any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor;
  - 3.1.4.2.11. A life safety event that requires an evacuation or that is a substantial disruption to the facility;
  - 3.1.4.2.12. Any suicide or death under unusual circumstances; or
  - 3.1.4.2.13. Any incident occurring in a building or facility that the SCRSN or Contractor owns.
- 3.1.5. **Investigation:** The SCRSN may initiate an investigation of an incident.
- 3.1.5.1. The Contractor will fully cooperate with any investigation initiated by the SCRSN and provide any information requested by the SCRSN within the timeframes specified within the request.
  - 3.1.5.2. The SCRSN may obtain information directly from any involved party and request their assistance in the investigation.
  - 3.1.5.3. The SCRSN may request medication management information.
  - 3.1.5.4. The SCRSN may also investigate or may require the Contractor to review incidents that involve clients who have received services from the Contractor more than **three hundred sixty-five (365)** calendar days prior to the incident.

3.1.6. **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:

- 3.1.6.1. A summary of any incident debriefings or review process dispositions;
- 3.1.6.2. 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;
- 3.1.6.3. Documentation of whether the individual is receiving or not receiving mental health services from the Contractor at the time the incident is being closed;
- 3.1.6.4. In the case of a death of the individual, the SCRSN may require the Contractor to provide either a telephonic verification from an official source or via a death certificate;
- 3.1.6.5. In the case of a telephonic verification, the Contractor will document the date of the contact and both the name and official duty title of the person verifying the information; and
- 3.1.6.6. If this information is unavailable, the attempt to retrieve it will be documented.

3.2. The Contractor shall notify the following agencies or any others when required by law:

- 3.2.1. Adult Protective Services;
- 3.2.2. Child Protective Services;
- 3.2.3. Department of Health;
- 3.2.4. Local Law Enforcement;
- 3.2.5. Medicaid Fraud Control Unit; and/or
- 3.2.6. Washington State Patrol.

#### 4. **MEDIA CONTACT**

4.1. 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 mental health services.

4.2. **Reporting Requirements:**

- 4.2.1. 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.
- 4.2.2. The information reported will include the following:

- 4.2.2.1. Name of the reporter and media agency; and
- 4.2.2.2. A brief summary of the topic discussed.

## 5. ENROLLMENT

- 5.1. **Service Area:** The Contractor is responsible for services within the boundaries of the SCRSN System of Care.
- 5.2. 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) Mental Health Waiver are covered by this Agreement.

## 6. INFORMATION REQUIREMENTS

- 6.1. **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).
  - 6.1.1. The Contractor shall maintain written policy and procedures addressing all information requirements, and shall:
    - 6.1.1.1. Use the Mental Health Benefits Booklet published by DSHS/DBHR as the mechanism by which individuals are notified of their benefits, rights, and responsibilities.
    - 6.1.1.2. Inform every individual at the time of an intake evaluation that the Mental Health Benefits Booklet published by DSHS/DBHR shall be provided upon request. The booklet can be downloaded from: <http://www1.dshs.wa.gov/Mentalhealth/benefits.shtml>
    - 6.1.1.3. Provide to DSHS/DBHR the information necessary to update the Mental Health Benefits Booklet within fourteen (14) days of any changes that are made to any Contractor or Subcontractor content contained in the booklet.
    - 6.1.1.4. 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 Appeal.
    - 6.1.1.5. Provide written translations of generally available materials including, at minimum, applications for services, consent forms, Mental Health Benefits Booklet, Notice of Action and Notice of Determination in each of the Department of Social and Health Services (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.
      - 6.1.1.5.1. The DSHS Prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese. The Mental Health Benefits booklet, including individual rights and Notice of Action has

been provided to the Contractor by DSHS/DBHR. The expectation is that these translated documents are readily available at all times from the Contractor and its contracted Community Mental Health Agencies (CMHA).

- 6.1.1.5.2. 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 record.
- 6.1.1.5.3. 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 record.
- 6.1.1.6. Ensure that Mental Health Professionals (MHP) and Mental Health Care Providers (MHCP) have an effective mechanism to communicate with individuals with sensory impairments.
- 6.1.1.7. Post a multilingual notice in each of the DSHS prevalent languages, which advises individuals that information, is available in other languages and how to access this information.
- 6.1.1.8. The Contractor shall post a translated copy of the individual rights as listed in the Mental Health Benefits Booklet in each of the DSHS prevalent languages.

## 6.2. Customer Service

- 6.2.1. The SCRSN and its designee, Contractor and its Subcontractors shall provide customer service that is customer-friendly, flexible, proactive, and responsive to individuals, families, and stakeholders. The SCRSN 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.
- 6.2.2. At a minimum, Contractor's Customer Service staff shall:
  - 6.2.2.1. Promptly answer telephone calls from individuals, family members and stakeholders during regular business hours and days of operation; and
  - 6.2.2.2. 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.

- 6.2.3. 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.

## 7. FUNDING

- 7.1. Payment made under the Agreement is intended by both SCRSN and Contractor to be inclusive of all service provided under this Agreement, and constitute SCRSN's only financial obligation under the Agreement irrespective of whether the cost to Contractor of providing services exceeds that obligation.
- 7.2. There shall be no payment made by SCRSN in the absence of a fully executed Agreement. Services provided in the absence of an executed Agreement shall be exclusively borne by the Contractor.
- 7.3. Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public mental health system.
- 7.4. **Usage of Funds Sources:**
- 7.4.1. Medicaid and Medicaid Local Tax funding may only be used for Medicaid eligible individuals;
- 7.4.2. 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 SCRSN; and
- 7.4.3. Non-Medicaid Local Tax may be used for individuals who may or may not be eligible for Medicaid.
- 7.4.4. Upon request, the Contractor shall submit ad hoc financial summary reports.
- 7.5. 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 SCRSN State Non-Medicaid contract, Exhibit I attached hereto and incorporated herein by reference.
- 7.6. 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 I attached hereto and incorporated herein by reference.
- 7.7. **Non-Medicaid (State Portion) Cost Reimbursement Basis**
- 7.7.1. Funding is specified and defined in Exhibit H Funding Schedule, attached hereto and incorporated herein by reference.
- 7.7.2. Reimbursement for services provided pursuant to this Agreement shall be paid to Contractor on a monthly allocation. The Contractor shall be responsible for providing all mental health services through the end of the month for which it has received a payment.
- 7.7.3. Contractor shall provide to SCRSN a financial report detailing quarterly and year to date revenues and expenditures by program category for Non-Medicaid 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 I attached hereto and incorporated herein by reference. Reports will be due forty-five (45) days after the end of each quarter.

7.7.4. SCRSN 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 SCRSN is requested, the Contractor will be required to provide repayment within fifteen (15) days of written notice from SCRSN.

7.7.5. 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 Supplementary Instructions - Mental Health Programs as identified in the contract deliverables in Section 20.22.1.

#### 7.8. Medicaid – Fixed Performance Basis

7.8.1. Funding and Performance Standards are specified and defined in Exhibit H Funding Schedule and Exhibit I Performance Outcomes, attached hereto and incorporated herein by reference.

7.8.2. Payment for fixed performance services provided pursuant to this Agreement shall be paid to Contractor on a monthly allocation. The Contractor shall be responsible for providing all mental health services through the end of the month for which it has received a payment.

#### 7.9. Fee for Service Basis

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

7.9.2. Reimbursement for services provided pursuant to this Agreement shall be paid to Contractor monthly. The Contractor shall be responsible for providing all mental health services through the end of the month for which it has received a payment.

7.9.3. Contractor shall provide to SCRSN a financial report detailing quarterly and year to date revenues and expenditures by program category for Non-Medicaid 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 I.

7.9.4. 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 Supplementary Instructions - Mental Health Programs as identified in the contract deliverables in Section 20.22.1.

7.10. Each month Contractor shall submit to SCRSN a monthly billing invoice (provided by SCRSN) 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 Supplementary Instructions - Mental Health Programs, Exhibit I attached hereto and incorporated herein by reference, and/or required by SCRSN. Funds disbursed to Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement.

- 7.10.1. Monthly Billing Invoices with all accompanying documentation shall be sent to SCRSN at the following address:  
 Spokane County Community Services, Housing, and Community Development Department  
 c/o Finance Manager  
 312 W. 8<sup>th</sup> Avenue, Fourth Floor  
 Spokane, WA 99204
- 7.11. Contractor shall comply with "Assurance and Representations" Exhibit C attached hereto and incorporated herein by reference. Contractor shall submit a copy of the Third Party Reimbursement policy within thirty (30) days of the execution of this Agreement.
- 7.12. 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 SCRSN at the execution of this Agreement, or whenever it is changed (RCW 71.24.215).
- 7.12.1. 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 SCRSN; services provided on referral that exceeds what the SCRSN would cover if provided within the provide network; or to community hospitals in the event of insolvency.
- 7.13. The monthly Billing Invoice (provided by SCRSN) and the Quarterly Third Party Report, Exhibit I attached hereto and incorporated herein by reference, of any revenues collected by the Contractor and/or its subcontractors for SCRSN services must be provided under this agreement. This includes revenue collected from Medicare, insurance companies, co-payments, and other sources. 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.
- 7.13.1. Contractor shall maintain records in such a manner as to reasonably ensure that all third-party resources available to individuals are identified and pursued in accordance with the reasonable collection practices which Contractor, or its subcontractors, applies to all other payors for services covered under this Agreement.
- 7.14. Allowable and unallowable costs under this Agreement shall be defined by applicable OMB Circular Cost Principles.
- 7.15. **Recovery of Overpayment to Contractor:** The Contractor shall not be reimbursed more than the amount described in Exhibit H Funding Schedule. If SCRSN, or any other state or federal agency finds discrepancies in the Monthly Billing Invoice or the Quarterly Third Party Report, Contractor may be requested to reimburse SCRSN in accordance with applicable OMB Circulars. Additionally, SCRSN 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 SCRSN's fiscal year or

within seventy-five (75) days of SCRSN's receipt of the Monthly Billing Invoice or Quarterly Third Party Report, whichever is later. If Contractor receives a notice of overpayment, which SCRSN shall be required to timely provide, 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.

- 7.16. SCRSN reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data.
- 7.17. 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.
- 7.17.1. Contractor shall have written policies and procedures as related to accounting and internal controls.
- 7.17.2. Contractor's financial management system at a minimum shall:
- 7.17.2.1. 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;
  - 7.17.2.2. 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;
  - 7.17.2.3. Include source documentation in support of allowable actual costs;
  - 7.17.2.4. SCRSN will review actual source documents during fiscal monitoring;
  - 7.17.2.5. Be compatible with SCRSN 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
  - 7.17.2.6. 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.
  - 7.17.2.7. 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.

- 7.18. Contractor shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating SCRSN funds.
- 7.18.1. The Contractor shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with Contractor's response to the audit and corrective action plan, if any, no later than six (6) months after the end of Contractor's fiscal year. Contractor hereby consents to SCRSN review of the independent auditor's working papers, upon request by SCRSN.
- 7.18.2. 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.
- 7.19. If, under separate agreement, 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 SCRSN.
- 7.20. **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:
- 7.20.1. Submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with Contractor's response to the audit and corrective action plan, if any, no later than six (6) months after the end of Contractor's fiscal year. Contractor hereby consents to SCRSN review of the independent auditor's working papers, upon request by SCRSN;
- 7.20.2. Submit to SCRSN 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
- 7.20.3. 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.

## 8. CARE MANAGEMENT

- 8.1. **Care Management:** Care Management is a set of clinical management oversight functions that shall be performed by the SCRSN or its designee. Care Management functions shall be not delegated to a network CMHA.

- 8.2. **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 or in the receipt of a written Early Periodic Screening and Diagnostic Treatment (EPSDT) referral.
- 8.2.1. The Contractor must verify eligibility for Title XIX prior to the provision of non-crisis services to an individual.
  - 8.2.2. The Contractor must maintain documentation of all requests for service even if no service actually occurs.
  - 8.2.3. The Contractor shall not refer a Washington Apple Health individual to the individual's Apple Health managed care plan for mental health services if the individual is determined to be eligible based on medical necessity and the Access to Care Standards.
- 8.3. The Contractor must verify eligibility for Title XIX prior to the provision of non-crisis services to an individual.
- 8.4. The Contractor must maintain documentation of all requests for service even if no service actually occurs and report service denials to SCRSN on a monthly basis.
- 8.5. The Contractor shall not refer a Healthy Options individual to the individual's Healthy Options managed care plan for mental health services if the individual is determined to be eligible based on medical necessity and the Access to Care Standards.
- 8.6. The Contractor shall not deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness, or condition.
- 8.7. The Contractor shall 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.
- 8.8. The Contractor may refuse to provide, reimburse for, or provide coverage of certain services based on moral or religious grounds.
- 8.8.1. 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.
  - 8.8.2. If the Contractor establishes any new policy regarding a moral or religious objection to any service or coverage it must notify the SCRSN 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 SCRSN prior to the start date of this contract shall be classified as "new".
- 8.9. If the Contractor 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 Contractor shall continue to pay for medically necessary mental health services outside the service area until the Contractor is able to provide them within its service area.

- 8.10. **Appointment Standards:** The Contractor shall comply with appointment standards that are consistent with the following:
- 8.10.1. The Contractor shall make available crisis mental health services on a twenty-four (24) hour, seven (7) days per week basis and may be accessed without full completion of intake evaluations and/or other screening and assessment processes.
    - 8.10.1.1. Emergent mental health care must occur with two (2) hours of a request for mental health services from any source; and
    - 8.10.1.2. Urgent care must occur with twenty-four (24) hours of a request for mental health services from any source.
  - 8.10.2. A routine intake evaluation appointment must be available and offered to every individual within fourteen (14) calendar days of the request, with a possible extension of up to an additional fourteen (14) calendar days, unless both of the following conditions are met:
    - 8.10.2.1. An intake evaluation has been provided in the previous twelve (12) months that establishes medical necessity; and
    - 8.10.2.2. The SCRSN or its designee agrees to use the previous intake evaluation as the basis for authorization decisions.
  - 8.10.3. The time period from request from mental health services to first routine services appointment offered must not exceed twenty-eight (28) calendar days.
    - 8.10.3.1. 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.
    - 8.10.3.2. Ancillary Services referred to a SCRSN provider (primary or ancillary agency) and accepted by the agency should begin within five (5) working days.
  - 8.10.4. The SCRSN and the Contractor must monitor the frequency of routine appointments that occur after twenty-eight (28) days for patterns and apply corrective action where needed.
- 8.11. **Authorization General Requirements:**
- 8.11.1. Level of Need (Level of Care) Guidelines: The SCRSN establishes policies for authorization that include the Access to Care Standards and written Level of Need (LON) Guidelines. Only SCRSN may deny services to a Medicaid individual. Agencies requesting a denial must route their request to SCRSN or its designee for determination.
  - 8.11.2. The SCRSN or its designee must use these policies for making decisions about scope, duration, intensity and continuation of services. The Level of Need Guidelines must include:
    - 8.11.2.1. Criteria for authorization of routine and Inpatient care at a community hospital;
    - 8.11.2.2. The Access to Care Standards for initial authorizations;

- 8.11.2.3. Continuing stay and discharge criteria for routine and Inpatient Care. Access to Care Standards may not be used as continuing stay and discharge criteria; and
  - 8.11.2.4. Require any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested must be determined by a professional who meets or exceeds the requirements of an MHP and has appropriate clinical expertise to make that decision.
  - 8.11.3. The SCRSN or its formal designee shall provide a written Notice of Determination or Notice of Action (in accordance with 42 CFR §438.404), to the individual or their legal representative within fourteen (14) days of the authorization decision. Formulating the Notice of Determination or Notice of Action cannot be delegated to a subcontracted network CMHA; however, the CMHA may deliver the notification.
  - 8.11.4. If the individual is in the legal custody of the State of Washington such as in state foster care or group home placement, the SCRSN or its formal designee must provide a copy of any Notice of Action or Notice of Determination to DSHS/DBHR when either an intake is denied or services beyond the intake have not been authorized. This must be mailed at the same time it is provided to the individual. In these cases the legal representative which must receive the notices is the Children's Administration Regional Office. Foster children are designated by a "D" on their Medicaid ID. There may be an additional indicator of "D", "F", or "R" designating the type of placement.
- 8.12. Authorization for Routine Services**
- 8.12.1. The SCRSN or its formal designee shall make a determination of eligibility for an initial authorization of routine services based on Medical Necessity and the Access to Care Standards following the initiation of the intake assessment.
  - 8.12.2. A decision by the SCRSN or its formal designee whether to authorize initial routine services must occur within fourteen (14) days of the date the intake evaluation was initiated, unless the individual or the Contractor requests an extension from the SCRSN.
    - 8.12.2.1. Authorization and provision of Routine Services may begin before the completion of the intake assessment once medical necessity has been established.
  - 8.12.3. An extension of up to fourteen (14) additional calendar days to make the authorization decision is possible upon request by the individual or the Contractor or the SCRSN justifies (to DSHS/DBHR upon request) a need for additional information and how the extension is in the individual's interest.
    - 8.12.3.1. The SCRSN and the Contractor must have a written policy and procedure to ensure consistent application of extensions within the service area.
    - 8.12.3.2. The SCRSN must monitor the use and pattern of extensions and apply corrective action where necessary.

- 8.12.4. 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:
- 8.12.4.1. The individual's presenting mental health condition affects their ability to maintain or regain maximum functioning; or
  - 8.12.4.2. The individual presents a potential risk of harm to self or others.
- 8.12.5. The SCRSN or 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:
- 8.12.5.1. 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
  - 8.12.5.2. A method for determining if an individual has met discharge criteria.
- 8.13. **Notice of Adverse Action.** The SCRSN must notify the requesting provider, and give the individual written notice of any decision by the SCRSN to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested.
- 8.14. **Authorization for Inpatient Services**
- 8.14.1. The SCRSN must have appropriate clinical staff members available twenty-four (24) hours a day, seven (7) days a week to respond to requests for certification of psychiatric inpatient care in community hospitals. The SCRSN shall adhere to the requirements set forth in the Washington Apple Health Mental Health Services Provide Guide. A decision regarding certification of psychiatric inpatient care must be made within twelve (12) hours of the initial request.
    - 8.14.1.1. Only a psychiatrist or doctoral level-clinical psychologist may deny a request for psychiatric inpatient care.
    - 8.14.1.2. If the authorization is denied, a Notice of Action must be provided to the individual or their legal representative.
- 8.15. **Utilization Management Plan**
- 8.15.1. The SCRSN Utilization Plan may not be structured in such a way as to provide incentives to individuals or entities to deny, limit, or discontinue medically necessary services.
  - 8.15.2. The SCRSN shall have a medical director (consultant or staff) who is qualified to provide guidance, leadership, oversight, utilization and quality assurance for the mental 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 with the following components:
    - 8.15.2.1. Services requested in comparison to services identified as medically necessary;
    - 8.15.2.2. A review of youth receiving medication without accompanying behavioral or therapeutic intervention;

- 8.15.2.3. A review of which goals identified in the Individual Service Plan have been met, have been discontinued or have continued need;
  - 8.15.2.4. Patterns of denials;
  - 8.15.2.5. Response to Appeals and access to expedited Appeals;
  - 8.15.2.6. Use of Evidence-Based and other identified practice guidelines requires that decisions regarding utilization management, individual education, coverage of services, and other areas to which practice guidelines apply should be consistent with such practice guidelines;
  - 8.15.2.7. Use of discharge planning guidelines;
  - 8.15.2.8. Community standards governing activities such as coordination of care among treating professionals; and
  - 8.15.2.9. Coordination with Tribal and Recognized American Indian Organizations (RAIO) and other individual serving agencies.
- 8.15.3. The SCRSN must establish criteria for and document and monitor:
- 8.15.3.1. Consistent application of Medical Necessity criteria and Level of Care Guidelines including the use of Access to Care Standards for initial authorizations;
  - 8.15.3.2. Consistent application of review criteria for authorization decisions for continuing stay and discharge;
  - 8.15.3.3. Consultation with providers, when appropriate;
  - 8.15.3.4. That benefits are provided in accordance with SCRSN's Level of Care Guidelines and are not arbitrarily denied or reduced (e.g. the amount, duration, or scope of a required service) based solely upon the diagnosis, type of mental illness, or the individual's mental health condition; and
  - 8.15.3.5. Over and under-utilization of services.
- 8.16. Practice Guidelines**
- 8.16.1. Practice Guidelines are systematically developed statements designed to assist in decisions about appropriate mental health treatment. The guidelines are intended to assist practitioners in the prevention, diagnosis, treatment, and management of clinical conditions. The SCRSN shall adopt Practice Guidelines that:
- 8.16.1.1. Are based on valid and reliable clinical evidence or a generally accepted practice among the MHPs in the community;
  - 8.16.1.2. Consider the needs of the individuals;
  - 8.16.1.3. Are adopted in consultation with MHPs in the contracted network of CMHAs, when applicable;
  - 8.16.1.4. Are disseminated to all affected providers and, upon request, to individuals;

- 8.16.1.5. Are chosen with regard to utilization management, individual education, coverage of services, and other areas to which the guidelines apply; and
- 8.16.1.6. Are reviewed and updated periodically.
- 8.16.2. Contractors shall collaborate with the SCRSN to identify and implement the practice guidelines; and
- 8.17. **Network Capacity:** The SCRSN 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 individual, with sufficient capacity, including the number, mix, and geographic distribution of CMHAs, and MHCPs to meet the needs of the anticipated number of all eligible individuals in the service area, 42 CFR 438.206(b)(1).
  - 8.17.1. At a minimum the SCRSN shall ensure:
    - 8.17.1.1. Offer an intake evaluation by a MHP within ten (10) business days of an individual's request.
    - 8.17.1.2. 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 Evaluation & Treatment (E&T) facilities to such placements when the individual requires an off-site service due to medical needs
    - 8.17.1.3. Provide or purchase age, linguistic and culturally competent community mental health services for individuals for whom services are medically necessary and clinically appropriate consistent with the Medicaid state plan and the Federal 1915 (b) Mental health Waiver.
    - 8.17.1.4. Maintain the ability to provide services to individuals in their residence, including adult family homes, assisted living facilities and skilled nursing facilities when required due to medical needs.
  - 8.17.2. The SCRSN shall require that the SCRSN Contractors provide upon the individual's request:
    - 8.17.2.1. Identification of individual MHCPs who are not accepting new individuals;
    - 8.17.2.2. A CMHA licensure, certification and accreditation status;
    - 8.17.2.3. Information that includes but is not limited to, education, licensure, registration, and Board certification and/or-certification of MHPs and MHCPs; and
- 8.18. **Choice of MHCP**
  - 8.18.1. The SCRSN shall offer each individual a choice of participating MHCPs within the SCRSN's service area. If the individual does not make a choice within fourteen (14) business days of being informed, the SCRSN or its designee must assign a MHCP no later than fourteen (14) business days following the request for mental health services. The SCRSN must inform the individual that he or she may change MHCPs.

8.18.2. The Contractor shall assign individuals to clinicians who are anticipated to provide services to the individual throughout the authorization period.

8.19. **Co-Occurring Disorder Screening and Assessment:** The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C. Failure to maintain the Screening and Assessment process shall result in remedial actions up to and including financial penalties as described in Section 18. Remedial Actions of this Agreement.

8.19.1. 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:

8.19.1.1. All new intakes; and

8.19.1.2. The provision of each crisis episode of care including Involuntary Treatment Act (ITA) investigations services, except when:

8.19.1.2.1. The service results in a referral for an intake assessment;

8.19.1.2.2. The service results in an involuntary detention under RCW 71.05, 71.34 or 70.96B;

8.19.1.2.3. The contact is by telephone only; and

8.19.1.2.4. 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.

8.19.2. 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.

8.19.3. The results of the GAIN-SS screening, including refusals and unable-to-completes, must be reported to DSHS/DBHR through the Consumer Information System (CIS) system.

8.19.4. The Contractor must complete a co-occurring mental health and chemical dependency disorder assessment, consistent with training provided by DSHS/DBHR and outlined in the Substance Abuse and Mental Health Services Administration (SAMHSA) Publication Substance Abuse Treatment For Persons With Co-Occurring Disorders, A Treatment Improvement Protocol TIP 42, to determine a quadrant placement for the individual when the individual scores a two (2) or higher on either of the first two scales (ID Screen & ED Screen) and a two (2) or higher on the third (SD Screen).

8.19.4.1. 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.

- 8.19.4.2. The quadrant placements are defined as:
- 8.19.4.2.1. Less severe mental health disorder/less severe substance disorder;
  - 8.19.4.2.2. More severe mental health disorder/less severe substance disorder;
  - 8.19.4.2.3. Less severe mental health disorder/more severe substance disorder; or
  - 8.19.4.2.4. More severe mental health disorder/more severe substance disorder.
- 8.19.5. The quadrant placement must be reported to DSHS/DBHR through the CIS system.
- 8.20. **Distance Standards:** Contractor must comply with SCRSN's policy and procedures for Distance Standards.
- 8.21. **No Beds Available for Persons Meeting Detention Criteria - Report.**
- 8.21.1. The Contractor shall ensure that their DMHPs make a report to the SCRSN 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.
  - 8.21.2. 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 SCRSN Contact listed on page 1 within twenty-four (24) hours. The notification report must contain at a minimum:
    - 8.21.2.1. The date and time that the investigation was completed;
    - 8.21.2.2. The identity of the responsible RSN;
    - 8.21.2.3. A list of facilities which refused to admit the person;
    - 8.21.2.4. Identifying information for the person, including age or date of birth; and
    - 8.21.2.5. Other reporting elements deemed necessary or supportive by DSHS.
  - 8.21.3. The RSN 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.
  - 8.21.4. The RSNs 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.

- 8.21.5. 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 RSNs lacking an adequate network of evaluation and treatment services to ensure access to treatment.

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

- 8.22.1. RSN'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.

**9. QUALITY MANAGEMENT**

- 9.1. The Contractor shall participate with SCRSN and DSHS/DBHR in the implementation, update, and evaluation of the DBHR Quality Strategy.
- 9.2. SCRSN shall conduct an annual review of the Contractors within the SCRSN network. All collected data including SCRSN 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 SCRSN's ongoing quality management program.
- 9.2.1. This review may be combined with a formal review of services performed pursuant to the State Mental Health Agreement between SCRSN and DSHS/DBHR.
- 9.2.2. The SCRSN shall provide quality improvement feedback to DBHR, Contractors, the Advisory Board, and other interested parties. The SCRSN shall maintain documentation of the activities and provide the documentation to DSHS/DBHR upon request.
- 9.2.3. The SCRSN 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.
- 9.2.4. The Contractor shall participate with SCRSN in review activities. Participation shall include at a minimum:
- 9.2.4.1. The submission of requested materials necessary for a DSHS/DBHR and/or SCRSN initiated review within thirty (30) days of the request;
- 9.2.4.2. The completion of site visit protocols provided by DSHS/DBHR and/or SCRSN; and
- 9.2.4.3. Assistance in scheduling interviews and agency visits required for the completion of the review.
- 9.2.5. SCRSN may establish measures designed to maintain quality of services, controls costs and is consistent with its responsibilities to individuals.

- 9.3. **Performance Improvement Projects:** The SCRSN shall determine where improvement is needed, in alignment with the DSHS Strategic Plan, and continue to conduct or implement at least two (2) Performance Improvement Projects (PIPs), at all times during the Agreement period. PIPs are designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical care and nonclinical care areas that are expected to have a favorable effect on mental health outcomes and individual satisfaction. For purposes of this Agreement, the SCRSN shall at all times be conducting one (1) clinical PIP and one (1) non-clinical PIP. One of these two (2) PIPs shall be a Children's PIP.

9.4. **Monitoring**

- 9.4.1. SCRSN 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.

9.5. **Administrative Review Activities**

- 9.5.1. The SCRSN, 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:
- 9.5.1.1. Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement;
  - 9.5.1.2. Reviews regarding the quality, appropriateness, and timeliness of mental health services provided by the Contractor and its Subcontractors under this Agreement; and
  - 9.5.1.3. Audits and inspections of financial records of the Contractor or subcontractor, 42CFR 438.6(g);
  - 9.5.1.4. 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
  - 9.5.1.5. On-site inspections of any and all Contractor and subcontractor locations.
- 9.5.2. The Contractor shall notify SCRSN when an entity other than SCRSN performs any audit or review described above related to any activity contained in this Agreement.
- 9.5.3. The SCRSN 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 SCRSN, the Contractor, and the Contractor's Subcontractors shall 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.

- 9.5.3.1. The monitoring review process shall use standard methods and data collection tools and methods found in the CMS External Quality Review Protocols to assess the SCRSN's compliance with regulatory requirements, adherence to quality outcomes, and timeliness of, and access to, services provided by the SCRSN.
- 9.5.3.2. In the event the SCRSN, 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.
- 9.5.3.3. DSHS shall provide a copy of the final EQRO monitoring review report to the SCRSN, through print or electronic media and upon request to interested parties such as individuals, mental health advocacy groups, and members of the general public.
- 9.5.3.4. The SCRSN shall, 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.

## 10. SUBCONTRACTS

- 10.1. All Subcontracts must be in writing and 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.
  - 10.1.1. Subcontractors are permitted under RCW 71.24.061 to subcontract with individual licensed MHPs when necessary to meet the needs of individuals.
- 10.2. 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:
  - 10.2.1. Checking five percent (5%) Exclusions; or
  - 10.2.2. Collecting a self-attestation form from the subcontractor; or
  - 10.2.3. Adding a clause or condition to the covered transaction with that person.
- 10.3. Subcontracts must require participation in enhanced screening activities performed by DSHS as required under CFR 455.450
- 10.4. The Contractor shall provide information regarding grievance, appeal, and fair hearing procedures and timeframes as set forth in Section 13 Grievance at the time the Subcontractor enters into a contract to provide services as stated in 42 CFR 438.10.(g)(1).
- 10.5. The Contractor shall inform subcontractors, 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.

- 10.6. The SCRSN must provide written notice to individual CMHAs or to groups of CMHAs as to the reason for the Contractor's decision if they are not selected for the Contractor's subcontracted network of providers.
- 10.7. **Delegation:** A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor shall monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis. SCRSN reserves the right to monitor a Subcontractor of the Contractor.
- 10.8. **Subcontract Submission and Required Provisions**
- 10.8.1. 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 SCRSN.
- 10.8.1.1. 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.
- 10.8.1.2. 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.
- 10.8.1.3. Copies are to be provided in word format via email.
- 10.8.1.4. 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.
- 10.8.2. All Subcontracts with CMHAs must comply with 42 CFR §438.214(a) as enacted or amended.
- 10.8.3. Subcontracts must require adherence to the Americans with Disabilities Act.
- 10.8.4. Subcontracts for the provision of mental health services must require compliance and implementation of the Mental Health Advance Directive statutes.
- 10.8.5. Subcontracts must require Subcontractors to cooperate with Quality Review Activities and provide access to their facilities, personnel and records.
- 10.8.6. Subcontracts for the provision of mental 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.
- 10.8.7. Subcontracts must require Subcontractors to notify the Contractor in the event of a change in status of any required license or certification.

- 10.8.8. Subcontracts must require Subcontractors to participate in training when requested by DSHS/DBHR and/or SCRSN. Requests of exception for DSHS/DBHR training must be in writing to SCRSN and include a plan for how the required information shall be provided to targeted Subcontractor staff.
- 10.8.8.1. Annually, all community mental health employees who work directly with individuals shall be provided with training on safety and violence prevention topics described in RCW 49.19.030.
- 10.8.8.1.1. The curriculum for the training shall be developed collaboratively among the DSHS, contracted mental health providers, and employee organizations that represent community mental health workers.
- 10.8.9. Subcontracts must require compliance with State and federal non-discrimination policies; Health Insurance Portability and Accountability Act of 1996 (HIPAA); the American Recovery and Reinvestment Act of 2009 (ARRA); 45 CFR Parts 160, 162 and 164; 42 CFR Part 431; the Washington Uniform Health Care Information Act; RCW 70.02, 71.24, 71.05 and 71.34 to the extent applicable; DSHS/DBHR Service Encounter Reporting Instructions; and the SCRSN Data Dictionary.
- 10.8.10. 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.
- 10.8.11. Subcontracts must require that the Subcontractor correct any areas of deficiencies in the Subcontractor's performance that are identified by the SCRSN or DSHS/DBHR as part of a Subcontractor review.
- 10.8.12. Subcontracts for the provision of mental health services must require best efforts to provide written or oral notification no later than fifteen (15) working days after termination of a MHCP to individuals currently open for services who had received a service from the affected MHCP in the previous sixty (60) days. Notification must be verifiable in the individual medical record at the CMHA.
- 10.8.13. Subcontracts must require that the Subcontracted CMHA's comply with the Contractor's policy and procedures for utilization of Access to Care Standards, Distance Standards, and Access Standards.
- 10.8.14. Subcontracts for the provision of mental health services must require that the Subcontractor implement a Grievance process that complies with 42 CFR §438.400 or any successors as described in Section 13. of this Agreement.
- 10.8.15. 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.
- 10.8.16. Subcontracts for the provision of mental 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.
- 10.8.17. Subcontracts for the provision of mental health services must require Subcontractors to resubmit data when rejected by SCRSN due to errors. The subcontract must require the data to be re-submitted within fourteen (14) days of when the error report was produced.
- 10.8.18. Subcontracts must contain the same requirements for crisis services as in this Agreement.
- 10.8.19. Subcontracts for the provision of mental health services must require the Subcontractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a pistol or to be issued a concealed pistol license under RCW 9.41.070 or to purchase a pistol under RCW 9.41.090.
- 10.8.20. Contractor shall maintain a copy of any Subcontractor's insurance and any changes thereto and shall provide access and/or copies to SCRSN along with subcontract upon request.
- 10.8.21. Subcontracts must require that the Subcontractor maintain professional liability and other comprehensive liability insurance consistent with the scope of services rendered in the subcontract.
- 10.8.22. Subcontracts must require that access and services for Medicaid individuals are equal to or greater an access and services for other publicly funded individuals.
- 10.8.23. Subcontracts must require Subcontractor to comply with utilization control requirements consistent with CFR, including 42 CFR 456 and general contract requirements consistent with 42 CFR 456.111 and 42 CFR 456.21.
- 10.8.24. 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 SCRSN upon request.
- 10.9. **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, if the individual consents. Referrals for specialty service consultation shall be recorded in the clinical records. 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.
- 10.10. **Changes in Capacity:** A significant change in the provider network is defined as the termination or addition of a contract or subcontract with an entity that provides mental health services or the closing of a Contractor or Subcontractor site that is providing services required under this Agreement. The Contractor must notify SCRSN and impacted individuals thirty (30) calendar days prior to terminating any of its subcontracts with entities that provide direct service including mental health clubhouses or entering into new subcontracts with entities that provide direct service including mental health clubhouses. This notification must occur prior to any public announcement of this change.

- 10.10.1. The SCRSN must notify all impacted individual's within fifteen (15) days after receipt or issuance of a contract termination notice with any of its providers.
- 10.10.2. If either the Contractor or the Subcontractor terminates a subcontract in less than ninety (90) days or a site closure occurs in less than thirty (30) calendar days, the Contractor must notify SCRSN as soon possible and prior to a public announcement.
- 10.10.3. The Contractor shall notify SCRSN of any other changes in capacity that results in the Contractor being unable to meet any of the Access 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.
- 10.10.4. If any event in Section 10.10. occurs, the Contractor must submit a plan to SCRSN for individuals and services that include at least:
  - 10.10.4.1. Notification to Ombuds services;
  - 10.10.4.2. Crisis services plan;
  - 10.10.4.3. Individual notification plan;
  - 10.10.4.4. Plan for provision of uninterrupted services;
  - 10.10.4.5. Plan for retention and/or transfer of clinical records; and
  - 10.10.4.6. Any information released to the media.
- 10.11. **Credentialing**
  - 10.11.1. The Contractor shall only use CMHAs or others who are licensed or certified for the services for which they perform.
  - 10.11.2. 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 Department of Health.
  - 10.11.3. The Contractor must require the Subcontractor, at the time they enter into, renew or extend a Subcontract, to report to the Contractor, and when required to DSHS or HHS, all of the required subcontractor information in section 10.8.
  - 10.11.4. The Contractor shall require a criminal history background check though the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.
  - 10.11.5. The Contractor must monitor and apply to their subcontracted agencies, all requirements in Section 14.7. Excluded Providers.

## 11. INDIVIDUAL RIGHTS AND PROTECTIONS

- 11.1. The Contractor shall 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) days of the effective days of the change.
- 11.2. 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 388-865.
- 11.3. The Contractor shall have written policies regarding the rights specified below:
- 11.3.1. The right to be treated with respect and due consideration of the individual's dignity and privacy;
  - 11.3.2. The right to receive information on available treatment options and alternatives in a manner appropriate to the individual's ability to understand;
  - 11.3.3. The right to participate in decisions regarding their health care, including the right to refuse services;
  - 11.3.4. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation; and
  - 11.3.5. The right to request and receive a copy of their medical records, and request amendments or corrections as specified in 45 CFR 164.524 and 164.526.
- 11.4. The Contractor shall establish policies and procedures to ensure that the exercising of these rights do not adversely affect the way the Contractor treats the individual.
- 11.5. The Contractor shall require that MHPs and MHCPs, acting within the lawful scope of mental health practice, are not prohibited or restricted from advising or advocating on behalf of an individual with respect to:
- 11.5.1. The individual's mental health status;
  - 11.5.2. Receiving all information regarding mental health treatment options including any alternative or self-administered treatment, in a linguistically and culturally-competent manner;
  - 11.5.3. Any information the individual needs in order to decide among all relevant mental health treatment options;
  - 11.5.4. The risks, benefits, and consequences of mental health treatment (including the option of no mental health treatment);
  - 11.5.5. The individual's right to participate in decisions regarding his or her mental health care, including the right to refuse mental health treatment and to express preferences about future treatment decisions;
  - 11.5.6. The individual's right to be treated with respect and with due consideration for his or her dignity and privacy;

- 11.5.7. The individual's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;
  - 11.5.8. 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 164.524 and 528, RCW 70.02.020, and WAC 388-877;
  - 11.5.9. The individual's right to have individual identifiable health information protected in accordance with privacy requirements of 45 CFR parts 160 and 164, subparts A and E, 42 CFR 431, the American Recovery and Reinvestment Act of 2009 (ARRA), the Washington Uniform Health Care Information Act, RCW 70.02 and 71.24, to the extent applicable; and
  - 11.5.10. 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 Contractor or MHCP treats the individual.
- 11.6. **Individual Service Plans must be developed in compliance with WAC 388-877A-0135**
- 11.6.1. The Contractor shall provide behavioral health services and is responsible for an individual's service plan as follows:
    - 11.6.1.1. The Individual Service Plan must include but not be limited to children and their families (e.g. caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings).
  - 11.6.2. At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, as part of the one hundred eighty (180) day progress review, describing how the individual sees progress.
  - 11.6.3. The Individual Service Plan must address the overall identified needs of the individual, including those that are 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. The Contractor must ensure that there is coordination with the other service delivery systems responsible for meeting the identified needs.
- 11.7. The Contractor shall ensure individuals are not held liable for any of the following:
- 11.7.1. Covered mental health services, including those purchased on behalf of the individual.
  - 11.7.2. Covered mental health services for which the State does not pay the SCRSN.
  - 11.7.3. Covered services provided to the individual, for which the State or the SCRSN or the Contractor does not pay the MHCP or CMHA that furnishes the services under a contractual, referral, or other arrangement.
  - 11.7.4. Payments for covered services furnished under a contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the individual would owe if the Contractor provided the services directly.

- 11.7.5. Covered mental health services provided by insolvent federally funded Prepaid Inpatient Health Plans (PIHP).
- 11.8. **Ombuds**
- 11.8.1. The SCRSN shall provide a mental health Ombuds as described in WAC 388-865-0250 and RCW 71.24.350
- 11.9. **Advance Directives**
- 11.9.1. The Contractor shall maintain written policies and procedures for Mental Health Advance Directives that meets the requirements of 42 CFR §422.128. The Contractor shall inform all individual of their right to a Mental Health Advance Directive, and shall provide technical assistance to those who express an interest in developing and maintaining a Mental Health Advance Directive.
- 11.9.2. The Contractor shall inquire whether individual have active Medical Advance Directives, and shall provide those who express an interest in developing and maintaining Medical Advance Directives with information about how to initiate a Medical Advance Directive.
- 11.9.3. The Contractor shall not establish any conditions of treatment or in any way discriminate against an individual based on the existence or absence of an advanced directive.
- 11.9.4. The Contractor shall provide training to its staff on policies and procedures regarding advanced directives.
- 11.9.5. The Contractor shall maintain current copies of any Medical and/or Mental Health Advance Directives in the individual's clinical record.
- 11.9.6. The Contractor shall provide written information to individual that includes:
- 11.9.6.1. A description of their rights for Mental Health Advance Directives under current RCW 71.32 (changes must be included within ninety (90) days of the effective date of any changes to the RCW);
- 11.9.6.2. 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.
- 11.9.7. Information regarding how to file a Grievance concerning noncompliance with a Mental Health Advance Directive with the Washington State Department of Health.
- 11.10. **Cultural Considerations.**
- 11.10.1. The Contractor shall participate in and cooperate with SCRSN 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)). The CLAS standards can be found at:

<https://www.thinkculturalhealth.hhs.gov/pdfs/EnhancedCLASStandardsBlueprint.pdf>

- 11.10.2. At a minimum, the Contractor and its contracted CMHAs shall:
- 11.10.2.1. 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);
  - 11.10.2.2. 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);
  - 11.10.2.3. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing. (CLAS Standard 6);
  - 11.10.2.4. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);
  - 11.10.2.5. Provide easy-to-understand print, and multimedia materials, and signage in the languages commonly used by the populations in the service area, presented in an easily understood format. (CLAS 8);
  - 11.10.2.6. Establish culturally and linguistically appropriate goals. (CLAS Standard 9);
  - 11.10.2.7. 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);
  - 11.10.2.8. 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
  - 11.10.2.9. Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS 14).
- 11.10.3. No later January 31, 2016, for the period of July 1, 2015, through December 31, 2015, the SCRSN shall provide DSHS with an annual report evidencing its compliance with each CLAS standard.
- 11.10.4. The SCRSN shall require that contracted network CMHAs provide upon the Individual's request:

- 11.10.4.1. The Contractor shall provide 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.
- 11.10.4.2. Identification of individual MHCPs who are not accepting new Individuals.
- 11.10.4.3. CMHA licensure, certification and accreditation status.
- 11.10.4.4. Information that includes but is not limited to, education, licensure, registration, and Board certification and/or-certification of Mental Health Professionals and MHCPs.

## 12. MANAGEMENT INFORMATION SYSTEM

### 12.1. Data Submission and Error Correction

- 12.1.1. The Contractor shall provide SCRSN with all data described in the DSHS/DBHR "Service Encounter Reporting Instructions" and the "SCRSN Data Dictionary," Exhibit I attached hereto and incorporated herein by reference, and encounters shall be submitted as described in DSHS/DBHR "Encounter Data Reporting Guide," or, any successor, incorporated herein by reference.
- 12.1.2. The Contractor shall report a minimum of ninety percent (90%) of individual demographics and service encounters to the SCRSN 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.
- 12.1.3. The Contractor shall resubmit data rejected due to errors. The Contractor must resubmit complete corrected data within fourteen (14) calendar days of when SCRSN notifies Contractor of data submission errors.
- 12.1.4. Corrections to previously submitted service encounters may be made up to one hundred eighty (180) days after the service encounter occurred.
- 12.1.5. The Contractor shall implement changes documented in DSHS/DBHR "Service Encounter Reporting Instructions," the "SCRSN Data Dictionary," and DSHS/DBHR "Encounter Data Reporting Guide" within ninety (90) days from the date published. When changes on one document require changes to the other, DSHS and/or SCRSN shall publish all affected documents concurrently
- 12.1.6. The Contractor shall implement changes to the content of national standard code sets (such as CPT, 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.
  - 12.1.6.1. 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 SCRSN 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 by SCRSN.

12.1.7. When DSHS/DBHR makes any changes the SCRSN 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. SCRSN may require the Contractor to provide or assist with the testing of the required changes.

12.1.7.1. The processed test batch must result in at least eighty percent (80%) successfully posted transactions or an additional test batch is required.

12.1.8. The SCRSN and the Contractor shall respond to requests from DSHS/DBHR for information not covered by the data dictionary in a timeframe determined by DSHS/DBHR that will allow for a timely response to inquiries from CMS, the legislature, DSHS, and other parties.

12.1.9. No Contractor encounter transaction shall be accepted after eleven (11) months from the date of service, except by special exception.

## 12.2. **Business Continuity and Disaster Recovery**

12.2.1. The Contractor shall 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.

12.2.1.1. The SCRSN must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by January 1, 2016. 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 Contractor and Subcontractor plans are available for DSHS/DBHR or the contracted EQRO to review and audit. All plans must address the following:

12.2.1.1.1. A mission or scope statement;

12.2.1.1.2. An appointed Information Services Disaster Recovery Staff;

12.2.1.1.3. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers;

12.2.1.1.4. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list;

12.2.1.1.5. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data;

- 12.2.1.1.6. Off-site storage of system and data backups; Ability to recover data and systems from backup files;
- 12.2.1.1.7. Designated recovery options which may include use of a hot or cold site; and
- 12.2.1.1.8. Evidence that disaster recovery tests or drills have been performed.

**12.3. Privacy and Confidentiality of Individual Identifiable Health Information (IIHI) and Protected Health Information (PHI).**

- 12.3.1. The Contractor shall comply with applicable provisions of the HIPAA of 1996, codified in 42 USC §1320(d) et.seq.; 45 CFR Parts 160, 162 and 164; 42 CFR 431; ARRA; and the Washington Uniform Health Care Information Act; RCW 70.02, 71.24, 71.05 and 71.34 to the extent applicable.
- 12.3.2. 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 I attached hereto and incorporated herein by reference.
- 12.3.3. The SCRSN shall take appropriate action if a Contractor or their Subcontractor employee wrongly releases confidential information. Contractors shall inform the SCRSN if a Subcontractor employee wrongly releases confidential information.

**12.4. Contractor Data Quality Verification**

- 12.4.1. The SCRSN shall 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. The SCRSN shall have in place mechanisms to verify the health information received from Contractors is complete and accurate. Mechanisms shall include the following:
  - 12.4.1.1. Verifying the accuracy by review of error reports and/or error resolution reports and timeliness as defined in this Contract/Agreement; and screening the Contractors data for completeness, logic and consistency of the data received from Subcontractors;
  - 12.4.1.2. The SCRSN shall conduct encounter validation checks for all Contractors that submit encounters to the SCRSN.

**12.5. Data Certification**

- 12.5.1. The Contractor shall comply with the required format provided in the DSHS/DBHR Encounter Data Transaction Guide. 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 SCRSN Data Dictionary and Service Encounter Reporting Instructions.

- 12.5.2. Data Certification Requirements: Any information and/or data required by this Contract and submitted to SCRSN shall be certified by the Contractor as follows (42 CFR 438.242(b)(2) and 438.600 through 606).
- 12.5.2.1. Source of Certification: The information and/or data shall be certified by one of the following:
- 12.5.2.1.1. The Contractor's Chief Executive Officer; or
- 12.5.2.1.2. The Contractor's Chief Financial Officer.
- 12.5.2.2. 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.
- 12.5.2.3. Timing of Certification: The Contractor shall submit the certification concurrently with the certified information and/or data.

### 13. GRIEVANCE SYSTEM

- 13.1. **General Requirements.** The SCRSN and the Contractor shall have a Grievance system that complies with the requirements of 42 CFR 438 § Subpart F and WAC 388-877A-0410-0460, insofar as those WACs are not in conflict with 42 CFR 438 § Subpart F. The Grievance System shall include a Grievance Process, an Appeal Process, and access to the State Fair Hearing process.
- 13.1.1. The SCRSN shall have policies and procedures addressing the Grievance system, which comply with the requirements of this Agreement. These shall be provided to DSHS within sixty (60) days of the SCRSN's Contract Start Date. DSHS shall approve, in writing, all Grievance System policies and procedures and related Notices to individuals regarding the Grievance System.
- 13.1.2. The SCRSN and the Contractor shall 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 SCRSN.
- 13.2. **Grievance Process.** The following requirements are specific to the Grievance Process:
- 13.2.1. Only an individual or the individual's Authorized Representative may file a Grievance with the SCRSN or the Contractor to express dissatisfaction in person, orally, or in writing about any matter other than an Action to:
- 13.2.1.1. The SCRSN; or
- 13.2.1.2. The Contractor providing the mental health services.
- 13.2.1.3. The Ombuds serving the Contractor or CMHA may assist the individual in resolving the Grievance at the lowest possible level.
- 13.2.2. An individual may choose to file a Grievance with the SCRSN or with the Contractor, subject to the following:
- 13.2.2.1. Filing a Grievance with a CMHA.

- 13.2.2.1.1. If the individual first files a Grievance with the CMHA and the individual is not satisfied with the CMHA's written decision on the Grievance, or if the individual does not receive a copy of that decision from the CMHA within the timelines established this Agreement, the individual may then choose to file the Grievance with the SCRSN.
- 13.2.2.2. Filing a grievance with the SCRSN.
  - 13.2.2.2.1. If the individual first files a Grievance with the SCRSN (and not the CMHA), and the individual either is not satisfied with the SCRSN'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 SCRSN's decision or failure to make a timely decision. Once an individual receives a decision on a Grievance from the SCRSN, the individual cannot file the same Grievance with the CMHA.
- 13.2.3. When an individual files a Grievance, the SCRSN or CMHA receiving the Grievance shall:
  - 13.2.3.1. Acknowledge the receipt of the Grievance in writing within five (5) business days;
  - 13.2.3.2. Investigate the Grievance; and
  - 13.2.3.3. Send the individual who filed the Grievance a written notice describing the decision in thirty (30) days but no longer than ninety (90) calendar days from the date the Grievance was filed, or it becomes an Action.
- 13.2.4. The SCRSN or CMHA receiving the Grievance shall ensure the following:
  - 13.2.4.1. Other people, if the individual chooses, are allowed to participate in the Grievance process;
  - 13.2.4.2. The individual's right to have currently authorized mental health services continued pending resolution of the Grievance;
  - 13.2.4.3. That a Grievance is resolved even if the individual is no longer receiving mental health services;
  - 13.2.4.4. That the persons who make decisions on a Grievance:
    - 13.2.4.4.1. Were not involved in any previous level of review or decision-making; and
    - 13.2.4.4.2. Are MHP's who have appropriate clinical expertise if the Grievance involves clinical issues.
  - 13.2.4.5. That the individual and, if applicable, the individual's Authorized Representative receives a written Notice containing the decision no later than ninety (90) calendar days from the date a Grievance is received by the SCRSN or CMHA.

13.2.4.5.1. This timeframe can be extended up to an additional fourteen (14) calendar days:

13.2.4.5.1.1. If requested by the individual or the individual's Authorized Representative; or

13.2.4.5.1.2. By the SCRSN or CMHA when additional information is needed and the SCRSN can demonstrate that it needs additional information and that the added time is in the individual's interest.

13.2.4.6. That the written Notice includes:

13.2.4.6.1. The decision on the Grievance;

13.2.4.6.2. The reason for the decision; and

13.2.4.6.3. The right to request a Fair Hearing and the required timeframe to request the hearing.

13.2.4.7. 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:

13.2.4.7.1. Kept for six (6) years after the completion of the grievance process;

13.2.4.7.2. Made available to DSHS or CMS upon request as part of the state quality strategy;

13.2.4.7.3. Kept in confidential files separate from the individual's clinical record; and

13.2.4.7.4. Not disclosed without the individual's written permission, except to DSHS or as necessary to resolve the Grievance.

### 13.3. **Notice of Action.**

13.3.1. The SCRSN 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 Section 6. Information Requirements and meet the language and format requirements of 42 CFR §438.10 (c &d).

13.3.2. The Notice of Action shall include an understandable explanation of:

13.3.2.1. The Action the SCRSN or CMHA has taken or intends to take;

13.3.2.2. The reasons for the Action and a citation of the rule(s) being implemented;

13.3.2.3. The individual's right to file an Appeal with the SCRSN, the process to file an Appeal, and the required timeframes if the individual does not agree with the decision or Action;

13.3.2.4. The circumstances under which an expedited resolution is available and how to request it; and

- 13.3.2.5. The individual's right to receive mental 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.
- 13.3.3. The SCRSN or its designee must mail the Notices of Action within the following timeframes:
- 13.3.3.1. For Routine Service authorization, decisions that deny or limit services, no longer than fourteen (14) calendar days from the request for service;
- 13.3.3.2. For reductions, suspensions, or terminations of previously authorized services, no longer than ten (10) days before the date of the Action;
- 13.3.3.3. For Actions that are issued because the SCRSN has verifiable information indicating probable individual fraud, the notice can be provided in as few as five (5) calendar days;
- 13.3.3.4. When any of the following occur the Contractor shall issue the notice on the date of the Action:
- 13.3.3.4.1. The individual has died;
- 13.3.3.4.2. The individual submits a signed written statement requesting service termination;
- 13.3.3.4.3. 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;
- 13.3.3.4.4. The individual has been admitted to an institution in which he or she is ineligible for Medicaid services;
- 13.3.3.4.5. The individual's address is determined unknown based on returned mail with no forwarding address;
- 13.3.3.4.6. The individual is accepted for Medicaid services by another local jurisdiction, state, territory, or commonwealth;
- 13.3.3.4.7. A change in the level of medical care is prescribed by the individual's physician.
- 13.3.3.4.8. The notice involves an adverse determination with regard to preadmission screening requirements.
- 13.3.3.4.9. The transfer or discharge from a facility will occur in an expedited fashion as described in 42 CFR 483.12(a)(5)(ii).
- 13.3.3.5. Under the following circumstances, fourteen (14) additional calendar days are possible:
- 13.3.3.5.1. The individual or the CMHA requests an extension; or

- 13.3.3.5.2. The SCRSN demonstrates the need for additional information to make an authorization decision and that the extension is in the individual's best interest.
- 13.3.3.6. If the SCRSN extends the timeframe it shall:
  - 13.3.3.6.1. 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
  - 13.3.3.6.2. Issue and carry out its determination as expeditiously as the individual's mental health condition requires and no later than the date the extension expires.
- 13.3.4. The SCRSN 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.
- 13.4. **Appeals Process.** The following requirements are specific to the Appeals Process:
  - 13.4.1. The SCRSN shall ensure that the Appeals Process allows an individual, the individual's Authorized Representative, a Service Provider, or a CMHA acting on behalf of the individual and with the individual's written consent, to appeal the SCRSN'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.
  - 13.4.2. The individual requesting review of an Action:
    - 13.4.2.1. Must file an Appeal and receive a Notice of Resolution from the SCRSN before requesting a Fair Hearing; and
    - 13.4.2.2. May not file a Grievance with the CMHA or the SCRSN for the same issue as the Appeal once an Appeal has been filed.
  - 13.4.3. The Appeals process shall:
    - 13.4.3.1. Provide an individual a reasonable opportunity to present evidence and allegations of fact or law in person as well as in writing. The SCRSN shall inform the individual of the limited time available during an Expedited Appeal process.
    - 13.4.3.2. 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.
    - 13.4.3.3. Include as parties to the Appeal as applicable:
      - 13.4.3.3.1. The individual;
      - 13.4.3.3.2. The individual's Authorized Representative; and

- 13.4.3.3.3. The legal representative of a deceased individual's estate.
- 13.4.3.4. The SCRSN shall ensure that the persons who make decisions on an Appeal:
  - 13.4.3.4.1. Were not involved in any previous level of review or decision-making; and
  - 13.4.3.4.2. Are MHP's who have appropriate clinical expertise.
- 13.4.4. The SCRSN shall maintain full records of all Appeals and ensure an individual's records are:
  - 13.4.4.1. Kept for six (6) years after the completion of the Appeal Process;
  - 13.4.4.2. Made available to DSHS upon request as part of the state quality strategy;
  - 13.4.4.3. Kept in confidential files separate from the individual's clinical record; and
  - 13.4.4.4. Not disclosed without the individual's written permission, except to DSHS or as necessary to revolve the Appeal.
- 13.4.5. **Standard Appeals Process.** The standard Appeal process includes the following:
  - 13.4.5.1. Standard Appeals for Actions communicated on a Notice of Action – continued services not requested.
  - 13.4.5.2. An individual who disagrees with a decision or Action communicated on a Notice of Action may file an Appeal orally or in writing.
  - 13.4.5.3. All of the following shall apply:
    - 13.4.5.3.1. The individual shall file the Appeal within ninety (90) calendar days from the date on the Notice of Action;
    - 13.4.5.3.2. The SCRSN shall confirm receipt of Appeals in writing within five (5) business days; and
    - 13.4.5.3.3. The SCRSN shall send the individual a written notice of the resolution within forty-five (45) calendar days of receiving the Appeal that includes:
      - 13.4.5.3.3.1. The SCRSN's decision and date of decision;
      - 13.4.5.3.3.2. The reason for the decision; and
      - 13.4.5.3.3.3. The right to request a Fair Hearing if the individual disagrees with the decision.
  - 13.4.5.4. The SCRSN may extend the timeframe up to fourteen (14) additional calendar days if the individual requests an extension or the SCRSN 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 SCRSN shall provide a written notice to the individual stating the reason for the extension.

13.4.6. Standard Appeals for termination, suspension, or reduction of previously authorized services – continued services requested.

13.4.6.1. The SCRSN shall ensure that an individual receiving a Notice of Action from the SCRSN that terminates, suspends, or reduces previously authorize services contains information that the individual may file an Appeal and request continuation of those services pending the SCRSN's decision on the Appeal, and how to do so. All of the following apply:

13.4.6.1.1. The individual must file the Appeal with the SRCSN on or before the later of the following:

13.4.6.1.1.1. Ten (10) calendar days after the date on the Notice of Action;

13.4.6.1.1.2. The intended effective date of the SCRSN's proposed Action; or

13.4.6.1.1.3. Request for continuation of services.

13.4.6.1.2. The SCRSN must confirm receipt of the Appeal and the request for continued services with the individual orally or in writing;

13.4.6.1.2.1. Send a Notice in writing that follows up on any oral confirmation made; and

13.4.6.1.2.2. Include in the Notice that if the Appeal decision is adverse to the individual, the SCRSN may recover the cost of the mental health services provided pending the SCRSN's decision.

13.4.6.1.3. The SCRSN's written Notice of the Resolution shall contain:

13.4.6.1.3.1. The SCRSN's decision on the Appeal and the date the decision was made;

13.4.6.1.3.2. The reason for the decision; and

13.4.6.1.3.3. The right to request a Fair Hearing and how to do so if the individual disagrees with the decision and include the following timeframes:

13.4.6.1.3.3.1. 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

13.4.6.1.3.3.2. Within ninety (90) calendar days from the date on the Notice of the Resolution if the individual is not asking for continued service.

13.4.6.1.4. The SCRSN may extend the timeframe up to fourteen (14) additional calendar days if the individual requests an extension or the SCRSN 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 SCRSN shall provide a written notice to the individual stating the reason for the extension.

- 13.5. **Expedited Appeal Process.** The SCRSN shall establish and maintain an Expedited Appeal Process for Appeals when the SCRSN determines or a CMHA 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)).
- 13.5.1. If the SCRSN 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.
- 13.5.2. Both of the following apply to Expedited Appeal requests:
- 13.5.2.1. The Action taken on the Notice of Action is for termination, suspension, or reduction of previously authorized mental health services; and
- 13.5.2.2. The individual, the individual's Authorized Representative or a CMHA acting on behalf of the individual and with the individual's written consent, may file an Appeal with the SCRSN, either orally or in writing, within ten (10) calendar days from the date on the SCRSN's written Notice of Action that communicated the Action.
- 13.5.3. The individual may ask for continued mental health services pending the outcome of the Expedited Appeal.
- 13.5.4. The SCRSN 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 SCRSN receives the Appeal. (42 CFR § 438.408(b)(3)). The SCRSN shall also make reasonable efforts to provide oral notice.
- 13.5.5. The SCRSN shall ensure that punitive action is not taken against a CMHA who requests an expedited resolution or supports an individual's Appeal (42 CFR § 438.410(b)).
- 13.5.6. The SCRSN may extend the timeframe up to fourteen (14) additional calendar days if the individual requests an extension or the SCRSN can demonstrate that it needs additional information and that the added time is in the individual's interest.
- 13.5.7. For any extension not requested by an individual, the SCRSN must give the individual written notice of the reason for the delay.
- 13.5.8. The individual has a right to file a Grievance regarding the SCRSN's denial of a request for expedited resolution. The SCRSN shall inform the individual of their right to file a Grievance in the Notice of denial.

- 13.6. **Duration of Continued Services during the Appeal Process.** When an individual has requested continued mental health services pending the outcome of the Appeal Process, the SCRSN shall ensure that services are continued until the following occurs:
- 13.6.1. The individual withdraws the Appeal.
  - 13.6.2. Ten (10) calendar days pass from the date on the Notice of Action; or
  - 13.6.3. The Contractor provides a written Notice of the Resolution that contains a decision that is not wholly in favor of the individual; or
  - 13.6.4. The individual, within the ten (10) day timeframe, has not requested a Fair Hearing with continuation of services; or
  - 13.6.5. The time period of a previously authorized service has expired; or
  - 13.6.6. A mental health treatment service limit of a previously authorized service has been fulfilled.
- 13.7. **Recovery of the Cost of Mental 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 SCRSN may recover the cost of the mental 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.
- 13.8. **Fair Hearings.** In the event a Grievance is resolved and is not in favor of the individual, the individual is entitled to a Fair Hearing.
- 13.8.1. Only the individual, the individual's Authorized Representative, or the legal representative of a deceased individual's estate may file a request for a Fair Hearing.
  - 13.8.2. If an individual does not agree with the SCRSN's resolution of the Appeal, the individual may file a request for a Fair Hearing within the following time frames:
    - 13.8.2.1. For hearings regarding a standard service, within ninety (90) calendar days of the date on the SCRSN's mailing of the Notice of the resolution of the Appeal (42 C.F.R. § 438.402(b)(2)).
    - 13.8.2.2. 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 SCRSN'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 SCRSN is not obligated to continue services and the timeframes for a hearing regarding a standard service apply (42 C.F.R. § 438.420).
  - 13.8.3. The individual shall exhaust all levels of the Appeals Process prior to filing a request for a Fair Hearing. The parties to the Fair Hearing include the SCRSN as well as the individual and his/her Authorized Representative or the legal representative of a deceased individual's estate.

- 13.8.4. DSHS shall be responsible for the implementation of the hearing decision, even if the hearing decision is not within the purview of this Agreement.
- 13.8.5. DSHS will notify the SCRSN of hearing determinations. The SCRSN shall be bound by the hearing determination, whether or not the hearing determination upholds the SCRSN's decision.
- 13.8.6. If the SCRSN 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 SCRSN must authorize or provide the disputed services promptly and as expeditiously as the individual's mental health condition requires.

#### 13.9. **Recordkeeping and Reporting Requirements.**

- 13.9.1. The SCRSN must maintain records of Grievances, Actions, Appeals and Fair Hearings originating at or handled by a CMHA, Ombuds, or the SCRSN.
- 13.9.2. The SCRSN must submit client-level information in a format required by DSHS that will contain at least the following information regarding each Action issued by the SCRSN.
  - 13.9.2.1. Individual's full name, date of birth, and P1 or CIS identifier;
  - 13.9.2.2. Date and type of action (per WAC 388-877A-0410);
  - 13.9.2.3. Date of appeal;
  - 13.9.2.4. Outcome of review of denials and limited authorizations; and
  - 13.9.2.5. Plan for improvement.
- 13.9.3. The Contractor shall incorporate the results of Grievances, Appeals and Fair Hearings into its quality management plan and address any trends in a quality improvement plan.
- 13.9.4. The Contractor shall submit to DSHS a total of three (3) reports covering the following periods:
  - 13.9.4.1. July 1, 2015 – September 30, 2015 is due October 15, 2015;
  - 13.9.4.2. October 1, 2015 – December 31, 2015 is due January 15, 2016; and
  - 13.9.4.3. January 1, 2016 – March 31, 2016 is due March 15, 2016.
- 13.9.5. Reports that do not meet the grievance system reporting requirements shall be returned to the Contractor for correction. Corrected reports must be resubmitted to DSHS within 30 calendar days.

#### 14. **PROGRAM INTEGRITY**

- 14.1. The Contractor shall 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.

- 14.2. The Contractor shall 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.
- 14.3. 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. See 42 CFR 438.608(a), 42 CFR 455, and 42 CFR 1000 through 1008.
- 14.4. **Required Provisions Contractors:**
- 14.4.1. The Contractor shall disclose to the SCRSN upon contract execution, and upon request when a contract is renewed or extended (42 CFR 455.104(c)(1)(ii)), and within thirty-five (35) days after any change in ownership (42 CFR 455.104(c)(1)(iv)):
- 14.4.1.1. 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);
  - 14.4.1.2. For a corporate entity, the disclosure must include primary business address, every business location, and P.O. Box address and tax identification number 42 CFR 455.104(b)(1)(i) and (iii);
  - 14.4.1.3. For individuals, date of birth and Social Security Number. 42 CFR 455.104(b)(1)(ii);
  - 14.4.1.4. 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));
  - 14.4.1.5. 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));
  - 14.4.1.6. 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.
  - 14.4.1.7. 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
  - 14.4.1.8. 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)).
- 14.4.2. The Contractor shall disclose to the SCRSN or to the HHS Secretary, within thirty-five (35) days of a request, full and complete information about [42 CFR 455.105(a)]:

- 14.4.2.1. 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
- 14.4.2.2. 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)).
- 14.4.3. The Contractor shall investigate and disclose to the SCRSN, at contract execution, or renewal, and upon request of the SCRSN, 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 (42 CFR 455.106(a)):
  - 14.4.3.1. A person who has an ownership or control interest in the Contractor (42 CFR 455.106(a)(1));
  - 14.4.3.2. 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
  - 14.4.3.3. 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)).
- 14.5. **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.
  - 14.5.1. The Contractor shall report suspected fraud or abuse directly to the Medicaid Fraud Control Unit (MFCU) and the SCRSN as soon as it is discovered and cooperate in any investigation or prosecution conducted by the MFCU and/or the SCRSN.
  - 14.5.2. When the Contractor notifies MFCU and the SCRSN about potential fraud and abuse, the Contractor must also send all information sent to the MFCU to the SCRSN within one (1) working day, to include the source of the complaint, the involved CMHA, 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:
    - 14.5.2.1. The Subject(s) of complaint by name and either provider/ subcontractor type or employee position;
    - 14.5.2.2. The source of the complaint;
    - 14.5.2.3. The nature of fraud or abuse;

- 14.5.2.4. The approximate dollar amount;
- 14.5.2.5. The legal and administrative disposition of the case.
- 14.5.2.6. The Contractor and all of its Subcontractors must comply with the following:
  - 14.5.2.6.1. Disclosure requirements specified in 42 CFR 455 Subpart B, 42 CFR 431.107(b)(3);
  - 14.5.2.6.2. Provide without charge and in the form requested, any computerized data stored by the subcontractor, 45 CFR 455.21(a)(2);
  - 14.5.2.6.3. For free, upon request, copies of records showing the extent of the services delivered to clients, 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
  - 14.5.2.6.4. Obtain and use National Provide Identifier (NPIs), if the contractor or provider agency is eligible for one.
- 14.5.3. The Contractor's, Fraud and Abuse program shall have procedures for the following requirements:
  - 14.5.3.1. 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 Social Security Act;
  - 14.5.3.2. Administrative and management arrangements or procedures, and a mandatory compliance plan;
  - 14.5.3.3. 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;
  - 14.5.3.4. A designated compliance officer and a compliance committee who is accountable to senior management;
  - 14.5.3.5. Effective ongoing training and education for the compliance officer, staff of the Contractor, and selected staff of the Contractors subcontractors;
  - 14.5.3.6. Effective communication between the compliance officer, the Contractor's employees, and the Contractor's network of CMHAs;
  - 14.5.3.7. Enforcement of standards through well-publicized disciplinary guidelines;
  - 14.5.3.8. Internal monitoring and auditing of the Contractor and providers;
  - 14.5.3.9. Provisions for prompt responses to detected offenses and development of corrective action initiatives;

- 14.5.3.10. Provision for full cooperation with any federal, HCA or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for their investigation; and
  - 14.5.3.11. A methodology to verify that services billed by providers were actually provided to individuals.
- 14.6. **Provider Payment Suspensions.** The SCRSN shall establish policies and procedures for suspending a provider's payments when the SCRSN determines a credible allegation of fraud exists and there is a pending investigation (42 CFR 455.23). The SCRSN will follow the guidelines set by DSHS DBHR in Contract 1569-42991, subsection 9.7, Exhibit I attached hereto and incorporated herein by reference as.
- 14.7. **Excluded Providers.** The SCRSN 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: (Social Security Act (SSA) Section 1903(i)(2); 42 CFR 455.104; 42 CFR 455.106; and 42 CFR 1001.1901(b)). In addition, the SCRSN and the Contractor shall 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. The Contractor shall:
- 14.7.1. Monitor for excluded individuals and entities by:
    - 14.7.1.1. Screening the Contractor's and subcontractor's directors, officer, and partners prior to entering into a contractual or other relationship, and screening annually thereafter;
    - 14.7.1.2. 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;
    - 14.7.1.3. 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;
    - 14.7.1.4. 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
    - 14.7.1.5. 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.
  - 14.7.2. The Contractor must report to the SCRSN:
    - 14.7.2.1. Any excluded individuals and entities discovered in the screening within ten (10) business days;

- 14.7.2.2. Any payments made by the Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;
  - 14.7.2.3. 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;
  - 14.7.2.4. 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;
  - 14.7.2.5. 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
  - 14.7.2.6. 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 November 30, 2015, and notify the SCRSN of any changes within thirty (30) calendar days.
- 14.7.3. The Contractor will 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.
- 14.7.3.1. The Contractor will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.
  - 14.7.3.2. 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)).
- 14.7.4. 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)).
- 14.7.4.1. In addition, if DSHS notifies the Contractor that an individual or entity is excluded from participation by DSHS in RSN's, the Contractor shall terminate all beneficial, employment and contractual, and control relationships with the excluded individual or entity immediately (WAC 388-502-0030).
  - 14.7.4.2. 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/>.

14.7.4.3. SSA section 1128 may be found at:  
[http://www.ssa.gov/OP\\_Home/ssact/title11/1128.htm](http://www.ssa.gov/OP_Home/ssact/title11/1128.htm).

## 15. BENEFITS

- 15.1. All Medicaid individuals requesting covered Mental Health Services must be offered an intake evaluation as outlined in the Access Standards. Authorization for additional services must be based on Medical Necessity and the Access to Care Standards. The SCRSN 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 shall include all services detailed in Access to Care Standards at <https://www.dshs.wa.gov/bhsia/division-behavioral-health-and-recovery/contractors-and-providers>. Medicaid individuals requesting services are entitled to access Crisis Services, Freestanding Evaluation and Treatment, Stabilization and Rehabilitation Case Management prior to an intake evaluation.
- 15.2. The SCRSN shall provide, upon request, a second opinion from a CMHA within the Service Area. If an additional CMHA is not currently available within the network, the SCRSN must provide or pay for a second opinion provided by a CMHA outside the network at no cost to the individual. The CMHA providing the second opinion must be currently contracted with a RSN to provide mental health services to individuals. The appointment for a second opinion must occur within thirty (30) days of the request. The individual may request to postpone the second opinion to a date later than thirty (30) days.
- 15.3. The Contractor shall use the DSHS/DBHR Data Dictionary, Service Encounter Reporting Instructions, and any associated reporting instructions and attendant updates from DSHS/DBHR for applicable services and descriptions. Contractor will adhere to Exhibit B, Scope of Work that identifies the Contractor's eligible services.
- 15.4. DSHS may petition CMS to amend the Medicaid State Plan during this Contract period. If the Medicaid State Plan is amended the SCRSN and Contractor shall implement any changes to the provision of Medically Necessary mental health services no later than thirty (30) days following CMS approval of the plan.
- 15.5. **Coordination of Care**
- 15.5.1. Coordination with Primary Medical Care Services.
- 15.5.2. The Contractor must ensure that for individuals who have a suspected or identified physical health care problem the following shall occur:
- 15.5.2.1. Appropriate referrals are made to a physical health care provider; and
- 15.5.2.2. The Individualized Service Plan identifies medical concerns and plans to address them.
- 15.5.3. The SCRSN shall coordinate with the Children's Long-term Inpatient Program (CLIP) Administration regarding all children and youth referred to CLIP. The SCRSN shall identify a single RSN employee who is responsible for overall management of the RSN's voluntary and involuntary CLIP applications and the primary community contact for the CLIP Administration.

- 15.5.4. The SCRSN shall integrate all regional assessments and CLIP referrals.
- 15.5.5. Psychiatric Inpatient Services:
- 15.5.5.1. The SCRSN, its designee, and the Contractor shall contact the inpatient unit within three (3) working days for all individual admissions.
  - 15.5.5.2. The Contractor shall provide to the inpatient unit any available information regarding the individual's treatment history at the time of admission. The Contractor must provide all available information related to payment resources and coverage.
  - 15.5.5.3. The designated Contractor's liaison must participate in treatment and discharge planning with the inpatient treatment team. A contracted network CMHA must be designated prior to discharge for individuals and their families seeking community support services.
    - 15.5.5.3.1. In the event the liaison is aware that the individual is a Tribal Member or receiving mental health services from a Tribal or Urban Indian Health Program and the individual or their legal representative consents, efforts must be made to notify the Tribal Authority or RAIO to assist in discharge planning and transition for the individual. If the individual chooses to be served only by the Tribal Mental Health Service referral to a contracted network CMHA is not required.
  - 15.5.5.4. For individuals on Less Restrictive Alternatives (LRA) who meet Medical Necessity and the Access to Care Standards, the Contractor or designee shall offer covered mental health services to assist with compliance with LRA requirements.
  - 15.5.5.5. The SCRSN or its designee shall respond to requests for participation, implementation, and monitoring of individuals on Conditional Releases (CR) consistent with RCW 71.05.340. The Contractor or designee shall provide covered mental health services for individuals who meet Medical Necessity and the Access to Care Standards.
  - 15.5.5.6. The SCRSN shall ensure provision of covered mental health services to individuals on a CR under RCW 10.77.150 for individuals who meet Medical Necessity and the Access to Care Standards.
  - 15.5.5.7. The Contractor shall use best efforts to utilize community resources and covered mental health services to minimize State Hospital admissions.
  - 15.5.5.8. The Contractor shall use best efforts to secure an appointment, within thirty (30) days of release from the facility, for medication, evaluation and prescription re-fills for individuals discharged from inpatient care, to ensure there is no lapse in prescribed medication. This may be arranged with providers other than with the Contractor.

- 15.5.5.9. The Contractor shall use best efforts to offer covered mental health services for follow-up and after-care as needed when the Contractor or Subcontractor are aware that an individual has been treated in an emergency room. These services shall be offered in order to maintain the stability gained by the provision of emergency room services.

**15.6. Early Periodic Screening Diagnosis and Treatment (EPSDT)**

- 15.6.1. The Contractor shall 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 shall 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) working days to confirm whether these services are being requested.
- 15.6.2. 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.
- 15.6.3. EPSDT requires the Contractor to respond to referrals from primary medical care providers. This must include at least:
- 15.6.3.1. A written notice replying to the Physician, Advanced Registered Nurse Practitioner (ARNP), Physician Assistant, trained public health nurse or Registered Nurse (RN) who made the EPSDT referral. This notice must include at least the date of intake and diagnosis; and
- 15.6.3.2. In the event the individual does not have a primary care provider, the SCRSN may choose to assist or refer the individual to the HCA's Washington Apple Health Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program Provider Guide.

**15.7. Allied System Coordination:**

- 15.7.1. The SCRSN shall develop new or update an existing allied system coordination plan for each of the following programs:
- 15.7.1.1. DSHS Aging and Long Term Care Services Administration (AL TSA);
- 15.7.1.2. Chemical Dependency and Substance Abuse services;
- 15.7.1.3. DSHS Children's Administration;
- 14.7.1.4. DSHS Developmental Disabilities Administration (DDA);
- 15.7.1.5. Community Health Clinics, Federally Qualified Health Centers (FQHCs), and Apple Health Plans;
- 15.7.1.6. Educational Service Districts (ESD);
- 15.7.1.7. Criminal Justice (courts, jails, law enforcement, public defender, Department of Corrections);

- 15.7.1.8. DSHS Division of Vocational Rehabilitation;
- 15.7.1.9. DSHS Juvenile Justice & Rehabilitation Administration (JJ&RA);  
and
- 15.7.1.10. Any Offender Re-entry Community Safety Program (ORCSP) within the boundaries of the SCRSN that is not a Contractor of SCRSN.

15.8. Contractor shall adhere to all written agreements between SCRSN and any allied system.

15.9. **Children's Mental Health.**

- 15.9.1. Contractors who implement WISE as part of their service delivery shall adhere to the most current version of the WISE Manual and meet the requirements of the WISE Quality Management Plan.

**16. COMMUNITY COORDINATION**

16.1. 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. SCRSN and the Contractor shall:

- 16.1.1. Attend DSHS/DBHR-sponsored training regarding the role of the public mental health system in disaster preparedness and response;
- 16.1.2. Participate in local emergency/disaster planning activities when Spokane County Emergency Operation Centers and local public health jurisdictions request collaboration;
- 16.1.3. Provide disaster outreach in SCRSN'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 mental health and social functioning following a disaster or increasing the utilization of human services and resources;
- 16.1.4. 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:
  - 16.1.4.1. Locating persons in need of disaster relief services;
  - 16.1.4.2. Assessing their needs;
  - 16.1.4.3. Engaging or linking persons to an appropriate level of support or disaster relief services;
  - 16.1.4.4. Providing follow-up mental health services when clinically indicated; and
  - 16.1.4.5. 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.

- 16.1.5. Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs;
  - 16.1.6. Provide the name and contact information to SCRSN for person(s) coordinating the Contractor disaster/emergency preparedness and response upon request;
  - 16.1.7. SCRSN shall provide information and preliminary disaster response plans to DSHS/DBHR within seven (7) days following a disaster/emergency or upon request; and
  - 16.1.8. Partner in disaster preparedness and response activities with DSHS/DBHR and other DSHS entities, SCRSN, the State Emergency Management Division, Federal Emergency Management Agency (FEMA), the American Red Cross and other volunteer organizations. This must include:
    - 16.1.8.1. Participation when requested in local and regional disaster planning and preparedness activities; and
    - 16.1.8.2. Coordination of disaster outreach activities following an event.
- 16.2. **Allen and Marr Class Members.** For Allen and Marr Class members who are in the contracted Service Area SCRSN and the Contractor shall:
- 16.2.1. Participate in quarterly community comprehensive reviews working directly with Regional DDA representatives in coordinating and conducting these reviews. SCRSN representative and the Regional DDA Quality Assurance Manager will be "lead staff" for Regional Review Teams (RRTs).
    - 16.2.1.1. SCRSN 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:
      - 16.2.1.1.1. No more than twenty (20) days following the date of the review, SCRSN will provide the Contractor a copy of the review and the corrective action required.
      - 16.2.1.1.2. No more than twenty (20) days following the receipt of the review the Contractor must provide the corrective action plan to SCRSN.

## 17. TRIBAL RELATIONSHIPS

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

## 18. REMEDIAL ACTIONS

- 18.1. SCRSN may initiate remedial action if it is determined that any of the following situations exist:
- 18.1.1. A problem exists that negatively impacts individuals receiving services;
  - 18.1.2. The Contractor has failed to perform any of the mental health services required in this Agreement;
  - 18.1.3. The Contractor has failed to develop, produce, and/or deliver to SCRSN any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;
  - 18.1.4. 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;
  - 18.1.5. Contractor has failed to resolve a situation identified pursuant to this section, to the satisfaction of SCRSN within prescribed time frames;
  - 18.1.6. The Contractor has failed to implement corrective action required by SCRSN within SCRSN prescribed timeframes;
  - 18.1.7. 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
  - 18.1.8. Contractor has failed to develop, produce, and/or deliver to SCRSN 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.
- 18.2. SCRSN may impose any of the following remedial actions in any order:
- 18.2.1. Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to SCRSN 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. SCRSN may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
    - 18.2.1.1. Corrective action plans must include:
      - 18.2.1.1.1. A brief description of the situation requiring corrective action;
      - 18.2.1.1.2. The specific actions to be taken to remedy the situation;
      - 18.2.1.1.3. A timetable for completion of the actions; and

- 18.2.1.1.4. Identification of individuals responsible for implementation of the plan.
- 18.2.1.2. Corrective action plans are subject to approval by SCRSN, which may:
  - 18.2.1.2.1. Accept the plan as submitted;
  - 18.2.1.2.2. Accept the plan with specified modifications;
  - 18.2.1.2.3. Request a modified plan; or
  - 18.2.1.2.4. Reject the plan.
- 18.2.2. Any corrective action plan that was in place as part of a previous SCRSN Agreement will be applied to this Agreement in those areas where the Contract requirements are substantially similar.
- 18.2.3. Withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. SCRSN, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
- 18.2.4. 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.
- 18.2.5. Deny any incentive payment, if applicable, to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which SCRSN provides incentives.
- 18.2.6. 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.
- 18.3. When imposing any of the above corrective actions, the SCRSN shall consider which action is best suited to accomplish the SCRSN's obligation to satisfactorily perform under DSHS/DBHR PIHP Contract No. 1569-42991 and DSHS/DBHR SHMC Contract No. 1569-42994.

## 19. NOTICE

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

SCRSN to: **Assistant Director**  
 Spokane County Community Services, Housing, and Community  
 Development Department  
 312 West 8<sup>th</sup> Avenue, Fourth Floor  
 Spokane, WA 99204

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

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

- 19.2. 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.

## 20. GENERAL TERMS AND CONDITIONS

- 20.1. **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.
- 20.2. **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 SCRSN and the written assumption of the Contractor's obligations by the third party.
- 20.3. **Billing Limitations.** Unless otherwise specified in this Agreement, SCRSN shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- 20.4. **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, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:
- 20.4.1. All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.
  - 20.4.2. All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.
  - 20.4.3. 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 SCRSN, DSHS, Department of Health and Human Service (DHHS), and the EPA.
  - 20.4.4. 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.
  - 20.4.5. Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
  - 20.4.6. Those specified in Title 18 RCW for professional licensing.
  - 20.4.7. Reporting of abuse as required by RCW 26.44.030.

- 20.4.8. Industrial insurance coverage as required by Title 51 RCW.
- 20.4.9. Any other requirements associated with the receipt of federal funds.
- 20.4.10. Any provision of this Agreement which conflicts with State and federal statutes, or regulations, or Centers for Medicare and Medicaid Services (CMS) policy guidance is hereby amended to conform to the provisions of State and federal law and regulations.
- 20.5. **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.
- 20.6. **Confidentiality.**
  - 20.6.1. The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:
    - 20.6.1.1. As provided by law; or 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;
    - 20.6.1.2. The parties 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 parties to employ reasonable security measures, which include restricting access to the Confidential Information by:
      - 20.6.1.2.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
      - 20.6.1.2.2. Physically securing any computers, documents, or other media containing the Confidential Information; and
      - 20.6.1.2.3. Ensure the security of Confidential Information transmitted via fax (facsimile) by:
        - 20.6.1.2.3.1. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
        - 20.6.1.2.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
        - 20.6.1.2.3.3. Verifying after transmittal that the fax was received by the intended recipient.
    - 20.6.1.3. When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one (1) or more of the following as appropriate:

- 20.6.1.3.1. Use a Trusted System or encrypt the Confidential Information, including:
  - 20.6.1.3.1.1. Encrypting email and/or email attachments which contain the Confidential Information;
  - 20.6.1.3.1.2. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices; and
  - 20.6.1.3.1.3. Send paper documents containing Confidential Information via a Trusted System
- 20.6.1.4. Upon request by SCRSN, at the end of the Contract term or when no longer needed, Confidential Information shall be returned to the SCRSN 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 from the SCRSN contact identified on the cover page of this Contract.
- 20.6.1.5. Paper documents with Confidential Information may be recycled through a contracted firm, provided 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) must be destroyed through shredding, pulping, or incineration.
- 20.6.1.6. Notification of Compromise. The compromise of Confidential Information must be reported to the SCRSN Contact designated on the contract within one (1) business day of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law, the SCRSN, or DSHS.
- 20.7. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
- 20.8. **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.
  - 20.8.1. The Contractor and SCRSN shall attempt to resolve the dispute through informal means between the Contractor and SCRSN Contact listed on page one (1) of this Agreement.
  - 20.8.2. If the Contractor is not satisfied with the outcome, the Contractor may submit the disputed issue, in writing to Spokane County Regional Support Network, 312 W. 8<sup>th</sup> Avenue, Spokane, Washington 99204. The written submission must contain the following information:
    - 20.8.2.1. The Contractor's Contact for the issue;
    - 20.8.2.2. The Issue in dispute; and

- 20.8.2.3. The Contractor's position on the issue.
- 20.8.3. 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.
- 20.8.4. 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.
- 20.9. **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.
- 20.10. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against SCRSN involving this Agreement, venue shall be proper only in Spokane County, Washington. In the event of a lawsuit by SCRSN against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
- 20.11. **Health Insurance Portability and Accountability Act (HIPAA) Compliance.** Preamble: This section of the Agreement is the Business Associate Agreement as required by HIPAA.
- 20.11.1. **Definitions - HIPAA.**
- 20.11.1.1. 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.
- 20.11.1.2. 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.
- 20.11.1.3. 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.
- 20.11.1.4. Covered Entity means the SCRSN, DSHS, or a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

- 20.11.1.5. 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.
- 20.11.1.6. 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.
- 20.11.1.7. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- 20.11.1.8. HIPAA Rules means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 20.11.1.9. 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).
- 20.11.1.10. Minimum Necessary means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 20.11.1.11. Protected Health Information (PHI) means individually identifiable health information (including ePHI) created, received, maintained or transmitted by a 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. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. PHI does not include Information regarding a person who has been deceased for more than fifty (50) years; employment records held by Covered Entity in its role as employer; or Education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g and student records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- 20.11.1.12. 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.

- 20.11.1.13. 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.
- 20.11.1.14. Use includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 20.11.2. **Compliance.** The Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 20.11.3. **Use and Disclosure of PHI.** The Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- 20.11.3.1. **Duty to Protect PHI.** The Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- 20.11.3.2. **Minimum Necessary Standard.** The Business Associate shall apply the HIPAA Minimum Necessary standard to any use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- 20.11.3.3. **Disclosure as Part of the Provision of Services.** The Business Associate shall only use or disclose PHI as necessary to perform the services specified in this 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.
- 20.11.3.4. **Use for Proper Management and Administration.** The Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 20.11.3.5. **Disclosure for Proper Management and Administration.** The Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or 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.

- 20.11.3.6. **Impermissible Use or Disclosure of PHI.** The Business Associate shall report to the SCRSN in writing all uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by the SCRSN, the Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.
- 20.11.3.7. **Failure to Cure.** If the SCRSN 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 SCRSN do not end the violation, the SCRSN shall terminate this Contract, if feasible. In addition, if the Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, the Business Associate shall terminate the Subcontract, if feasible.
- 20.11.3.8. **Termination for Cause.** The Business Associate authorizes immediate termination of this Contract by the SCRSN, if the SCRSN determines that Business Associate has violated a material term of this Business Associate Agreement. The SCRSN may, at its sole option, offer the Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 20.11.3.9. **Consent to Audit.** The Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of the SCRSN, DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- 20.11.3.10. **Obligations of Business Associate Upon Expiration or Termination.** Upon expiration or termination of this Contract for any reason, with respect to PHI received from the SCRSN, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of the SCRSN, Business Associate shall:

- 20.11.3.10.1. Retain only that PHI which is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 20.11.3.10.2. Return to the SCRSN or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
  - 20.11.3.10.3. 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 the Business Associate or any Subcontractors retain the PHI;
  - 20.11.3.10.4. Not use or disclose the PHI retained by the Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
  - 20.11.3.10.5. Return to the SCRSN or destroy the PHI retained by the Business Associate, or any Subcontractors, when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 20.11.4. **Survival.** The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.
- 20.11.5. **Individual Rights.**
- 20.11.5.1. **Accounting of Disclosures.** The Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
    - 20.11.5.1.1. Within ten (10) business days of a request from the SCRSN, the Business Associate shall make available to the SCRSN the information in Business Associate's possession that is necessary for the SCRSN 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).
    - 20.11.5.1.2. At the request of the SCRSN or in response to a request made directly to the Business Associate by an Individual, the Business Associate shall respond, in a

timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

20.11.5.1.3. The Business Associates 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.

20.11.5.2. **Access.** The Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by the SCRSN or the Individual as necessary to satisfy the SCRSN's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

20.11.5.2.1. When the request is made by the Individual to the Business Associate or if the SCRSN 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 SCRSN, the Business Associate shall provide the records to DSHS within ten (10) business days.

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

20.11.5.3.1. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by the SCRSN or as necessary to satisfy the SCRSN's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

20.11.6. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), the Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on 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).

- 20.11.7. **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 the SCRSN in the performance of such obligation(s).
- 20.11.8. **Liability.** Within ten (10) business days, the Business Associate must notify the SCRSN 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 SCRSN of the outcome of that action. The Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 20.11.9. **Breach Notification.**
- 20.11.9.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from the SCRSN or involving SCRSN clients, the Business Associate will take all measures required by state or federal law.
- 20.11.9.2. The Business Associate will notify the SCRSN within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- 20.11.9.3. The Business Associate will notify the SCRSN Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. The Business Associate will follow telephone or e-mail notification with a written explanation of the Breach via secure fax or secure email, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. The Business Associate will address communications to the SCRSN Contact. The Business Associate will coordinate and cooperate with the SCRSN to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for the SCRSN review before disseminating and verification of the dates notifications were sent.

20.11.9.4. If the SCRSN determines that the Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

20.11.9.4.1. Requiring notification of Individuals under 45 CFR 164.404 (Notification to Individuals): The Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

20.11.9.4.2. Requiring notification of the media under 45 CFR 164.406 (Notification to the media): The Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

20.11.9.4.3. Requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR 164.408 (Notification to the Secretary); The Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and DSHS will take appropriate remedial measures up to termination of this Contract.

**20.11.10. Miscellaneous Provisions.**

20.11.10.1. **Regulatory References.** A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

20.11.10.2. **Interpretation.** Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

20.12. **Identification.** Contractor shall include identification of SCRSN 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.

20.13. **Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of SCRSN 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 SCRSN 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 SCRSN or the State of Washington. The Contractor shall indemnify and hold harmless SCRSN from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

20.14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following

termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

- 20.15. **Insurance.** SCRSN 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.
- 20.16. **Lawsuits.** Nothing in this Agreement shall be construed to mean that the SCRSN, Spokane County, 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.
- 20.17. **Maintenance and Retention of Records.**
- 20.17.1. **Records Maintenance:**
- 20.17.1.1. Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, and other such records as may be reasonably required by SCRSN to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- 20.17.1.2. 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.
- 20.17.1.3. 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 MH program records.
- 20.17.1.4. For the same period, Contractor shall maintain records sufficient to substantiate SCRSN's statement of its organization's structure, tax status, capabilities, and performance.
- 20.17.1.5. Contractor shall deliver to SCRSN upon request all Board of Directors meeting minutes, and other committee or subcommittee minutes where activity under the Agreement

was discussed. Contractor shall have the right to redact out information that does not relate to activity under this Agreement.

20.17.1.6. 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.

20.17.2. **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.

20.17.2.1. The Contractor shall maintain records sufficient to:

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

20.17.2.1.2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and

20.17.2.1.3. 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.

20.17.2.2. 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.

20.17.2.3. 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.

20.17.2.4. Contractor shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made.

20.18. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

20.18.1. Applicable federal and State of Washington statutes and regulations;

20.18.2. The General Terms & Conditions of this Agreement;

20.18.3. The Special Terms & Conditions of this Agreement;

20.18.4. Any Exhibits attached or incorporated into this Agreement by reference;

- 20.18.5. The DSHS General Terms & Conditions Contract Number 1183-25401, Exhibit I; and
- 20.18.6. The DSHS/DBHR PIHP Contract No. 1569-42991 and the DSHS/DBHR SMHC Contract No. 1569-42994 and all amendments.
- 20.19. **Ownership of Material.** Material created by the Contractor and paid for by SCRSN as a part of this Agreement shall be owned by SCRSN 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 SCRSN is owned by the Contractor and is not "work made for hire"; however, SCRSN shall have a perpetual license to use this material for SCRSN internal purposes at no charge to SCRSN, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 20.19.1. The Contractor shall include identification of SCRSN 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.
- 20.20. **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.
- 20.21. **Provider Credentialing.**
- 20.21.1. The SCRSN and 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 Department of Health.. The SCRSN shall only use CMHAs that are licensed and/or certified by the State with the exception of services that are provided by a subcontracted Mental Health Clubhouse. Clubhouses must meet all credentialing requirements put in place by the State.
- 20.21.1.1. Contractor shall use only MHPs or others who are licensed or certified for the services for which they perform and notify SCRSN in the event of a change in status of any required license or certification.
- 20.21.2. The Contractor shall 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.
- 20.21.3. The Contractor must require the Subcontractor, at the time they enter into, renew or extend a Subcontract, to report to the SCRSN, and when required to DSHS or HHS, all of the required information in section 20.21.
- 20.21.4. The Contractor must monitor and apply to their subcontracted agencies, all requirements in Section 14.7. Excluded Providers.

## 20.22. Reporting and Deliverables.

20.22.1. 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 SCRSN:

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 I)	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 SCRSN	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 12. 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 SCRSN
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 7.17.1.	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 13
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.

- 20.22.2. If Contractor fails to provide any of the above deliverables as indicated above, SCRSN may withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the delinquent deliverable is produced at SCRSN. SCRSN, at its sole discretion, may return a portion or all of any payment withheld, once the delinquent deliverable is provided to SCRSN.
- 20.23. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. SCRSN 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. SCRSN and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either SCRSN 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.
- 20.24. **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.
- 20.25. **Subcontracting.** The Contractor may subcontract services to be provided under this Agreement. If SCRSN, 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 SCRSN 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, SCRSN 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 SCRSN and the Contractor. This term shall not apply in the event of a settlement by either SCRSN or the Contractor.

**20.26. Subrecipients.**

20.26.1. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:

20.26.1.1. 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;

20.26.1.2. 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;

20.26.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

20.26.1.4. Incorporate 2 CFR Part 200 audit requirements into all Agreements between the Contractor and its Subcontractors who are subrecipients;

20.26.1.5. 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

20.26.1.6. 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 C.F.R. Part 35 and Part 39 (See [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr) for additional information and access to the aforementioned Federal laws and regulations).

20.27. **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.

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

- 20.28.1. If the funds upon which SCRSN relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, SCRSN 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. SCRSN shall give the Contractor such advance written notice of termination as the notice of withdrawal, reduction, or limitation received by SCRSN will permit. SCRSN reserves the right to renegotiate the Agreement under any new funding limitations and/or conditions imposed upon SCRSN.
- 20.28.2. At the SCRSN's discretion, the Agreement may be renegotiated under the revised funding conditions.
- 20.28.3. At the SCRSN's discretion, the SCRSN may give notice to Contractor to suspend performance when the SCRSN 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.
- 20.28.4. 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.
- 20.28.5. When the SCRSN 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 SCRSN informing the SCRSN whether it can resume performance and, if so, the date of resumption. For purposes of this sub subsection, "written notice" may include email.
- 20.28.6. If the Contractor's proposed resumption date is not acceptable to the SCRSN and an acceptable date cannot be negotiated, the SCRSN may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. The SCRSN shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- 20.28.7. The SCRSN 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 SCRSN 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 SCRSN in the event the termination option in this section is exercised.

- 20.29. Termination for Convenience.** SCRSN 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 SCRSN at least ninety (90) calendar days' written notice addressed to the SCRSN contact person (or to his or her successor) listed on the first page of this Agreement.

- 20.30. **Termination Due to Change in SCRSN/DSHS/DBHR Agreement.** In the event that changes to the terms of the DBHR's Federal 1915(b) (Medicaid) Mental Health Waiver program renders this Agreement invalid in any way after the effective date of the Agreement and prior to its normal completion, SCRSN may terminate this Agreement, subject to re-negotiation (if applicable) under those new special terms and conditions.
- 20.31. **Termination for Default.**
- 20.31.1. The SCRSN may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if SCRSN has a reasonable basis to believe that the Contractor has:
- 20.31.1.1. Failed to meet or maintain any requirement for contracting with SCRSN;
  - 20.31.1.2. Failed to protect the health or safety of any SCRSN individual;
  - 20.31.1.3. Failed to perform, or otherwise breached, any term or condition of this Agreement, or any provision of this Agreement;
  - 20.31.1.4. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and
  - 20.31.1.5. Otherwise breached any provision or condition of this Agreement.
- 20.31.2. Before the SCRSN may terminate this Agreement for default, SCRSN 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 SCRSN may then terminate the Agreement. The SCRSN may terminate the Agreement for default without such written notice and without opportunity for correction if SCRSN has a reasonable basis to believe that an individual's health or safety is in jeopardy.
- 20.31.3. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to SCRSN, if the Contractor has a reasonable basis to believe that SCRSN has:
- 20.31.3.1. Failed to meet or maintain any requirement for contracting with the Contractor;
  - 20.31.3.2. Failed to perform under any provision of this Agreement;
  - 20.31.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
  - 20.31.3.4. Otherwise breached any provision or condition of this Agreement.
- 20.31.4. Before the Contractor may terminate this Agreement for default, the Contractor shall provide SCRSN with written notice of SCRSN's noncompliance with the Agreement and provide SCRSN a reasonable opportunity to correct SCRSN's noncompliance. If SCRSN does not

correct SCRSN's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

- 20.31.5. If it is later determined that the Contractor was no in default, the termination shall be considered a termination for convenience.

**20.32. Termination for Failed Program Integrity**

- 20.32.1. The SCRSN may immediately terminate this Contract by providing Contractor written notice if any of the following occurs:

- 20.32.1.1. Any owner of the Contractor becomes Debarred;
- 20.32.1.2. 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;
- 20.32.1.3. The Contractors owners do not cooperate with any screening methods required under 42 CFR 455.455, Subpart E, 42 CFR 455.416 (a);
- 20.32.1.4. 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 10 years, 42 CFR 455.416 (b);
- 20.32.1.5. The Contractor has been terminated under Title XVIII of the Social Security Act, or under any States Medicaid or CHIP program, 42 CFR 455.416 (c);
- 20.32.1.6. 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);
- 20.32.1.7. Failed to permit DSHS access to one of the Contractors locations for site visits under 42 CFR 455.432, 42 CFR 455.416(f)
- 20.32.1.8. DSHS determines that the Contractor has falsified any information provided to DSHS, 42 CFR 455.16 (g).

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

- 20.33.1. 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.
- 20.33.2. The Contractor shall promptly deliver to the SCRSN contact person (or to his or her successor) listed on the first page of this Agreement, all SCRSN assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return SCRSN 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 SCRSN that is in the possession of the Contractor pending return to SCRSN.

20.33.3. SCRSN shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. SCRSN 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 SCRSN.

20.33.4. If the SCRSN terminates this Agreement for default, SCRSN may withhold a sum from the final payment to the Contractor that SCRSN determines is necessary to protect SCRSN against loss or additional liability. SCRSN shall be entitled to all remedies available at law, in equity, or under this Agreement due to 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 Section 20.16. entitled "Lawsuits".

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

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

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

- 20.34. **Treatment of Individual Property.**
- 20.34.1. 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.
  - 20.34.2. 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.
  - 20.34.3. 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.
  - 20.34.4. 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).
- 20.35. **Title to Property.** Title to all property purchased or furnished by SCRSN for use by the Contractor during the term of this Agreement shall remain with SCRSN. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by SCRSN under this Agreement shall pass to and vest in SCRSN. The Contractor shall take reasonable steps to protect and maintain all SCRSN property in its possession against loss or damage and shall return SCRSN property to SCRSN, 312 W 8<sup>th</sup> Avenue, Spokane, Washington within thirty (30) days after Agreement termination or expiration, reasonable wear and tear excepted.
- 20.35.1. Contractor agrees to hold SCRSN harmless, pursuant to the Insurance and Indemnity Section of this Agreement, for all liabilities, claims or suits associated with said property.
  - 20.35.2. Contractor shall notify SCRSN within ten (10) days if any SCRSN property is lost or damaged and take reasonable steps to protect such property from further damage.
  - 20.35.3. Contractor shall be liable for any loss or damage to SCRSN property resulting from Contractor's intentional acts or omissions, and/or negligent or willful misconduct.
  - 20.35.4. Prior written approval of SCRSN 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.
- 20.36. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 20.1, "Amendment". Only SCRSN Leadership has the authority to waive any term or condition of this Agreement on behalf of SCRSN.

## 21. SPECIAL TERMS AND CONDITIONS

21.1. **Compliance with Additional Laws.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal and State laws, that pertain to individual rights and ensure that its staff and its subcontractors take those rights into account when furnishing services to individuals, whether or not a specific citation is identified in various sections of this Agreement:

21.1.1. Title XIX and Title XXI of the Social Security Act, Title 42 of CFR and Title 45 of CFR Parts 160, 162 and 164.

21.1.2. All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.

21.1.3. Americans with Disabilities Act.

### 21.2. Confidentiality of Personal Information.

21.2.1. The Contractor shall 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 shall 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 mental 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:

21.2.1.1. Establishing eligibility;

21.2.1.2. Determining the amount of medical assistance;

21.2.1.3. Providing services for recipients;

21.2.1.4. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan; and

21.2.1.5. Assuring compliance with federal and State laws and regulations, and with terms and requirements of the Agreement.

21.2.2. The Contractor shall comply with all confidentiality requirements of the HIPAA (45 CFR 160, 162 and 164).

21.2.3. In the event an individual's picture or personal story will be used, the Contractor shall first obtain written consent from that individual.

21.2.4. The Contractor shall prevent inappropriate access to confidential data and/or data systems used to hold confidential client information by taking, at a minimum, the following actions:

- 21.2.4.1. Verify the identity or authenticate all of the system's human users before allowing them access to any confidential data or data system capabilities;
- 21.2.4.2. Authorize all user access to client applications;
- 21.2.4.3. Protect application data from unauthorized use when at rest;
- 21.2.4.4. Keep any sensitive data or communications private from unauthorized individuals and programs; and
- 21.2.4.5. Notify the appropriate SCRSN point of contact immediately and no longer than five (5) business days from an employees last working day, 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.
- 21.2.5. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from any DSHS or SCRSN data system, the Contractor shall comply with all requirements of the HIPAA Security and Privacy for Breach Notifications and as otherwise required by state or federal law.
- 21.2.6. The SCRSN 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 SCRSN data systems.
- 21.2.7. The Contractor understands that the SCRSN reserves the right to withdraw access to any of its confidential data systems at any time for any reason.
- 21.3. **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 SCRSN shall not give rise to a contractual cause of action by the Contractor.
- 21.4. **Declaration That Individuals Served Under the Medicaid and Other Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although SCRSN and the Contractor mutually recognize that services under this Agreement shall be provided by the Contractor to individuals receiving services under the Medicaid program, and RCW 71.05, RCW 71.24, and RCW 71.34, it is not the intention of either SCRSN 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.
- 21.5. **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.

- 21.6. **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, SCRSN 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.
- 21.6.1. 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 SCRSN is required to institute legal proceedings to enforce the recapture provision, SCRSN shall be entitled to its costs thereof, including attorneys' fees.
- 21.7. **Information Requests:** The Contractor shall maintain information necessary to promptly respond to written requests by SCRSN or its designee, DSHS/DBHR Director, an Office Chief or their designee. The Contractor shall submit information detailing the amount spent throughout its service area on specific items upon request by SCRSN, DSHS/DBHR Director, an Office Chief or their designee.
- 21.8. **Insurance and Indemnity.**
- 21.8.1. **Indemnification:**
- 21.8.1.1. 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.
- 21.8.1.2. 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 or (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. 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.

- 21.8.1.3. 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.
- 21.8.1.4. 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 Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify Spokane County
- 21.8.1.5. SCRSN AND CONTRACTOR ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND MUTUALLY AGREED UPON BY THEM. Contractor's duties under this section shall survive expiration or earlier termination of the agreement.

21.8.2. Insurance.

- 21.8.2.1. 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.

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

- 21.8.2.2. 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.
- 21.8.2.3. 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.
- 21.8.2.4. 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.
- 21.8.2.5. Providing coverage in the amounts listed shall not be construed to relieve the Contractor from liability in excess of such amounts.
- 21.8.2.6. **REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below:
- 21.8.2.6.1. **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.
- 21.8.2.6.2. **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".

- 21.8.2.6.3. **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.
- 21.8.2.6.4. **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.
- 21.8.2.6.5. **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.
- 21.8.2.6.6. **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.
- 21.8.2.7. **Waiver of Subrogation.** SCRSN shall not be liable to Contractor or to any insurance company (by way of subrogation or otherwise) insuring 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 SCRSN, its agents or employees, if such loss or damage is covered by insurance benefiting Contractor suffering such loss or damage was required to be covered by insurance under terms of the Agreement. Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.
- 21.9. **Lobby Activities Prohibited.** Federal Funds must not be used for Lobbying activities.
- 21.10. **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.

- 21.11. **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.
- 21.12. **Miscellaneous.**
- 21.12.1. **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.
- 21.12.2. **Further Documentation.** Contractor agrees to execute, acknowledge, and deliver upon reasonable request by SCRSN any document, which SCRSN reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 21.12.3. **Headings.** The heading are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 21.12.4. **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 SCRSN 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.
- 21.12.5. **Time of Essence.** Time is of the essence with this Agreement.
- 21.12.6. **Finality.** There shall be no Agreement between the Parties until a fully executed document is signed by the authorized representative(s) of SCRSN and Contractor, and is delivered to Contractor, pursuant to the Notice section of this Agreement.

## MENTAL 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 mental health system. These activities cannot be identified with a specific direct services or direct services support function as defined in the Fiscal/Program Requirements Supplementary Instructions for Mental Health Programs administered by the Department of Social and Health Services (DSHS)/Behavioral Health and Service Integration Administration (BHSIA)/Mental Health Finance.
3. **Advanced 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 Process.
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. **Authorized Representative** means any person acting on behalf of an individual who:
- 8.1. In the case of a minor, the individual's parent or, if applicable, the individual's custodial parent;
  - 8.2. The individual's legal guardian; or
  - 8.3. The individual's representative if the individual gives written permission, this may include a mental health practitioner working on behalf of the individual.
9. **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 mental health services under the State Medicaid Plan. DSHS makes the payment regardless of whether the particular recipient receives the services during the period covered by the payment.
10. **Central Contract Services (CCS)** means the DSHS statewide agency headquarters contracting office, or successor section or office.
11. **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).
12. **Child Study and Treatment Center (CSTC)** means the DSHS/DBHR child psychiatric hospital.
13. **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/>.
14. **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.
15. **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.
16. **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.
17. **Consumer** means a person who has applied for, is eligible for, or who has received mental health services. For a child under the age of thirteen (13), or for a child age thirteen (13) or older whose parents or legal representatives are involved in the treatment plan, the definition of consumer includes parents or legal guardians.
18. **Contract** means the DSHS/DBHR Contract and any exhibits, attachments, amendments, or addenda thereto, Exhibit I attached hereto and incorporated herein by reference.
19. **Contractor** means the agency/provider entering into this Agreement to provide services as described in this Agreement and the Scope of Work, Exhibit B.
20. **Contracts Administrator** means the manager, or successor, of Central Contract Services or successor section or office.

21. **Cultural Competence** means a set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge, and adaptation of services to meet culturally unique needs.
22. **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
23. **Delegation Plan** means either one document or an identified set of documents that show the Contractors compliance with the subcontractors' clause of this Agreement.
24. **Deliverable** means items that are required for submission to DSHS/DBHR or the SCRSN to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
25. **Denial** mean the decision by a PIHP, or their formal designee, not to authorize covered Medicaid mental health services that have been requested by 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.
26. **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.
27. **Division of Behavioral Health and Recovery (DBHR)** means the DSHS-designated state mental health authority to administer the state and Medicaid funded mental health programs authorized by RCW chapters 71.05, 71.24, and 71.34.
28. **DSHS Representative** means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
29. **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 (21<sup>st</sup>) birthday.
30. **Emergent Care** means services provided for a person, 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.
31. **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.
32. **Enrollee** means a Medicaid recipient who is enrolled in a PIHP.
33. **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

34. **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.
35. **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.
36. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.
37. **Family** means:
- 37.1. 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.
- 37.2. 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.
38. **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.
39. **Grievance** means an expression of dissatisfaction about any matter other than an action, with the intent to use the Grievance Process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the individual's rights (42 CFR 438.400(b)).
40. **Grievance Process** means the processes through a PIHP in which an individual applying for, eligible for, or receiving mental health services may express dissatisfaction about a mental health service.
41. **Grievance System** means the processes through a PIHP in which an individual applying for, eligible for, or receiving mental health services may express dissatisfaction about services. The Grievance System established by the Contractor shall meet the requirements of 42 CFR 438 Subpart F, and include:
- 41.1. A grievance process;
- 41.2. An appeal process; and
- 41.3. Access to DSHS' administrative hearing process.
42. **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
43. **Individual** means a person who applies for, is eligible for, or receives PIHP-authorized mental health services from an agency licensed by DSHS as a behavioral health agency. For purposes of accessing the Grievance System, the definition of Individual also includes the following if another person is acting on the Individual's behalf

44. **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
45. **Involuntary Treatment Act (ITA)** 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).
46. **Large Rural Area** means areas with a population density of less than twenty (20) people per square mile.
47. **Medicaid funds** means funds provided by the Center for Medicaid and Medicare Services (CMS) Authority under Title XIX of the Social Security Act.
48. **Medicaid Mental Health Benefits Booklet** is the state-produced mechanism to help Medicaid individual understand the requirements and benefits of the Regional Support Network.
49. **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.
- 49.1. Additionally, the individual must be determined to have a mental illness covered by Washington State for public mental health services. The individual's impairment(s) and corresponding need(s) must be the result of a mental illness. The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness. 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.
50. **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.
51. **Mental Health Professional (MHP)** means:
- 51.1. A psychiatrist, psychologist, psychiatric nurse or social worker as defined in chapters 71.05 and 71.34 RCW;
- 51.2. 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;

- 51.3. A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986;
- 51.4. A person who had an approved waiver to perform duties of an MHP that was requested by the Regional Support Network and granted by DSHS prior to July 1, 2001; or
- 51.5. A person who has been granted a time-limited exception of the minimum requirements of a MHP by DSHS consistent with WAC 388-865-0260.
52. **Notice of Action** means the written notice the SCRSN provides to an individual, and if applicable, the individual's Authorized Representative, to communicate an Action.
53. **Ombuds** means the SCRSN's Contractor who is contracted to assist Consumers and others seeking mental health services with complaints and grievances regarding the services associated with this Agreement.
54. **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.
55. **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.
56. **Predictive Risk Intelligence System (PRISM)** means the web-based application that provides remote access to integrated health information about DSHS individuals.
57. **Prepaid Inpatient Health Plan (PIHP)** means an entity that:
- 57.1. Provides medical services to Enrollees under contract with the State agency, and on the basis of prepaid capitation payments, or other payment arrangements that do not use State plan payment rates;
- 57.2. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its Enrollees; and
- 57.3. Does not have a comprehensive risk contract.
58. **PRISM Administrator** means the DSHS official who has responsibility for registering PRISM Users, and providing access to PRISM.
59. **PRISM DBHR Coordinator** means the DSHS Point of Contact who coordinates with RSN POCs, reviews requests for access received from the RSN POCs and who approves the requests and forwards to the PRISM Administrator.
60. **PRISM RSN 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.
61. **PRISM User** means the Contractor's employee who has registered access to PRISM.
62. **ProviderOne** means the Department's Medicaid Management Information Payment Processing System.

63. **Publish** 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.
64. **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.
65. **Quality Improvement** means a focus on activities to improve performance above minimum standards/reasonably expected levels of performance, quality, and practice.
66. **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.
67. **Recovery** means the process in which people are able to live, work, learn, and participate fully in their communities.
68. **Reduction** means the decision by a PIHP to decrease a previously authorized covered Medicaid mental health service described in the Level of Care Guidelines. The clinical decision by a CMHA to decrease or change a covered service in the Individualized Service Plan is not a reduction.
69. **Regional Support Network (RSN)** means a county authority or group of county authorities or other entity recognized by the secretary to administer mental health services in a defined region.
70. **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 person authorized to consent to treatment for that Enrollee. 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.
71. **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.
72. **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.64>. **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.
73. **Rural Area** means areas with a population density of at least twenty (20) and less than five hundred (500) people per square mile.
74. **Secretary** means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.
75. **Service Area** means the geographic area covered by the Agreement for which Contractor is responsible.
76. **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.

77. **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. The clinical decision by a CMHA to temporarily stop or change a covered service in the Individualized Service Plan is not a suspension.
78. **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 CMHA to stop or change a covered service in the Individualized Service Plan is not a termination.
79. **United States Code Annotated (USCA)** - All references to USCA chapters or sections in this Agreement shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>.
80. **Urban Area** means areas that have a population density of at least five hundred (500) people per square mile.
81. **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.
82. **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.
83. **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>.
84. **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:
- 84.1. The involvement of the mental health system and other youth, young adults, and child-serving systems and supports;
  - 84.2. Intensive care collaboration; and
  - 84.3. Ongoing intervention to stabilize the child, youth, young adult, and family in order to prevent a more restrictive or institutional placement.

## MENTAL HEALTH SERVICES AGREEMENT

### EXHIBIT B

#### SCOPE OF WORK

#### PEND OREILLE COUNTY COUNSELING SERVICES: CRISIS AND OUTPATIENT SERVICES

#### 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 mental 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), mental 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 Support Network (SCRSN) 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), SCRSN Data Dictionary, and any attendant updates and will report all clients and services funded in part or wholly by SCRSN to the SCRSN Information System.

#### 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 12<sup>th</sup> 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 mental 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 SCRSN 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 SCRSN 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 eastside Regional Support Network (RSN), 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 RSN 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 RSN of origin prior to admission; and
- 5.1.9. When known, ensure communication occurs with individual's RSN 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 RSN contractors;
  - 5.2.1.3. Contact any agency necessary when LRA individuals not served by a SCRSN contracted provider to ensure agency receives information about statutory requirements for providing outpatient services;
  - 5.2.1.4. Ensure coordination with the SCRSN Mental Health Care Coordinators and the SCRSN Authorized Service Organization (ASO) as applicable; and
  - 5.2.1.5. Collaborate with SCRSN Leadership to determine any changes or modifications to the SCRSN Crisis system of care.

## 6. CRISIS PLAN

***(SCRSN 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 SCRSN 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 SCRSN contractors that also provide services to the individual.

## 7. LEVEL OF NEED ASSIGNMENT

- 7.1. For all SCRSN enrolled individuals that the Contractor serves:
- 7.1.1. The Contractor will participate in the assignment of the SCRSN Level of Need Guidelines (commonly referred to as Level of Care) to provide coordination and prior authorization of medically necessary services for eligible children, youth, adults and older adults receiving mental health treatment for psychiatric disorders per SCRSN policy.

## 8. INDIVIDUALS ON A LESS RESTRICTIVE ALTERNATIVE (LRA)

- 8.1. All active individuals that are assigned to the agency as enrolled responsible for the case will be provided outpatient mental 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 SCRSN, 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 SCRSN 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 SCRSN 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 Regional Support Networks (RSN). The primary purpose of RCM is to provide case management services, care coordination services, and services that promote continuity of mental 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 SCRSN information system.
- 9.1.6. RCM services may be provided regardless of individual financial eligibility or Contractor's source of funding provided in the SCRSN 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 SCRSN 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 Eastern State Hospital, 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 RSN request; and
  - 9.2.2.6. Providing ongoing communication and collaboration with the SCRSN 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, Spokane Community Detox Detoxification Enhancement Program (DEP), 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 SCRSN Mental Health 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 SCRSN Mental Health 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 RSN Mental Health 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 MENTAL HEALTH PROVIDERS**

- 13.1. The Contractor will provide the following documentation to other SCRSN providers when an individual is referred for mental health treatment and services and Contractor is the responsible agency for the enrollment of the RSN 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. SCRSN 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 SCRSN 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 clients 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 mental health services is obtained from the SCRSN.
- 15.2. The Contractor shall notify the SCRSN 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. State Required Regional Performance Measures**

- 17.2.1. The Contractor must participate and comply with designated Regional Performance Measures for all outpatient services:

17.2.1.1. The Contractor will initiate contact with community hospital psychiatric inpatient staff within three (3) business days of admission notification to Contractor.

17.2.1.2. The Contractor shall provide routine outpatient services within seven (7) business days of discharge from a state psychiatric hospital.

17.2.1.3. The Contractor shall ensure that the GAIN-SS is administered to all enrolling adolescents ages twelve (12) to twenty (20) years of age at the time of intake.

**17.3. Management Information System Data Submission Compliance**

- 17.3.1. The Contractor understands and will comply with Management Information Systems standards for compliance with mandatory data submissions of demographics and service encounters.
- 17.3.2. 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 SCRSN requirements.

**17.4. Required Off-Site Services to Enrolled RSN Individuals**

- 17.4.1. 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.

**17.5. Active Participation in SCRSN Quality and Clinical Leadership Committees**

- 17.5.1. The agency will designate a representative for attendance in all assigned SCRSN Committees, to include the Clinical and Quality Improvement Committees, financial, contractual, and future planning with and/or without County Commissioners. These meetings will serve as the oversight forums for the mental health system of care.
- 17.5.2. 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.
- 17.5.3. 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.
- 17.5.4. Complete monthly Service Denial and Contract Compliance reports.

**18. PARTICIPATION IS ONGOING WITH OTHER PROVIDERS IN THE SCRSN 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**

**MENTAL 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 11-19-2015

**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 11-19-2015

### 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 SPAYNE

Date 11-19-2015

### 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 SPAYNE

Date 11-19-2015

### 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 RSN clients including revenue received from Medicare, insurance companies, and directly from clients 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 consumers 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. SPAYNE

Date 11-15-2015

**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

11-19-2015

### 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 or 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](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 \_\_\_\_\_

ANNA BELLE S. PAYNE

Date \_\_\_\_\_

11-15-2015

# MENTAL HEALTH SERVICES AGREEMENT

## EXHIBIT D

### VERIFICATION OF REQUIREMENT OR NON REQUIREMENT FOR 2CFR 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 7.20. 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 any and/or 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 ANNA BELLE S. PAYNE

Date 11-19-2015

Fiscal Year Begins 1 / 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 \_\_\_ / \_\_\_ / \_\_\_

**MENTAL 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 21.8.2.6.4. 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 State Industrial Account Identification number.

**REQUIRED INFORMATION**

Agency Name PEND OREILLE COUNTY COUNSELING

State Industrial Account Identification Number 004.843-00

Signature of Representative Annabelle S. Payne

Printed Name of Representative ANNABELLE S. PAYNE

Date 11-19-2015

## MENTAL HEALTH SERVICES AGREEMENT

### EXHIBIT F

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

The Spokane County Regional Support Network (SCRSN) is required to report agencies that have received funding through the SCRSN 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

11-19-2015

**MENTAL HEALTH SERVICES AGREEMENT****EXHIBIT G****PERFORMANCE EXPECTATIONS FOR OCTOBER 1, 2015 THROUGH MARCH 31, 2016  
PEND OREILLE COUNSELING SERVICES**

- 1) Hospital and Psychiatric admission reductions;
  - a. Adult admissions at Eastern State Hospital shall not exceed 6.
  - b. Child admissions at Community Hospitals shall not exceed 2.

The expectation is for each county as a whole, except for Northeast Washington Alliance Counseling Services which is three (3) counties. The measurement encompasses all individuals, Medicaid and Non-Medicaid. This measurement does not include psychiatric hospitalizations at CLIP, E&T's, or crisis stabilization facilities.
- 2) At a minimum the agency should serve the following within the contract period:
  - a. Number of Individuals: 258
  - b. Number of services provided: 2,881
  - c. The number of hours provided: 2,042
  - d. No-shows or cancelations for intakes shall not exceed 5% based on the Access to Care Report.
- 3) Annual Monitoring:
  - a. Seventy percent (70%) of the person center recovery questions (2 – 8 on the clinical monitoring tool) chosen for clinical review must demonstrate with a "Met".
  - b. The monitoring tool questions 9 – 15, WAC requirements, must meet or exceed ninety-five percent (95%).
  - c. Encounter Data Validation must meet or exceed a minimum of ninety-five percent (95%) of all the questions contained on the EDV monitoring.
  - d. Information Systems (IS) monitoring must meet or exceed ninety-five percent (95%). 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 Support Network (SCRSN) Weekly Error Report.

**Spokane County Community Services and Housing and Community Development  
Spokane County Regional Support Network  
Contract Funding Schedule for October 2015 to March 2016  
Exhibit H**



Provider Agency: **Pend Oreille Counseling Services**  
Effective Date: **10/1/2015**  
Contract No: **15MH1844**

	Monthly Rate	Funding Sources		TOTAL
		Medicaid	Non-Med	
<b>October 2015 to March 2016 (6 Months)</b>				
Outpatient Medicaid	113,197.00	679,182.00		679,182.00
Crisis Medicaid	5,666.00	33,996.00		33,996.00
Outpatient Non Medicaid	645.00		3,870.00	3,870.00
Crisis Non Medicaid	10,667.00		64,002.00	64,002.00
Jail Non Medicaid	564.00		3,384.00	3,384.00
<b>Total Funding</b>	<b>\$130,739.00</b>	<b>\$713,178.00</b>	<b>\$71,256.00</b>	<b>\$784,434.00</b>
<b>Total Contract Funding October 2015 to March 2016</b>		<b>\$713,178.00</b>	<b>\$71,256.00</b>	<b>\$784,434.00</b>

Includes TeleMed Psychiatrist (0.10 FTE) effective October 1, 2015 - see below calculations

Outpatient Medicaid Contract Calculations	
(1) Previous Outpatient Medicaid Monthly Amount	\$110,164.00
(2) Approved Annual Budget	\$36,400.00
(3) Monthly Amount Increase (1/12 months) reduced	\$3,033.00
(4) New Monthly Amount	\$113,197.00

**MENTAL HEALTH SERVICES AGREEMENT**

**EXHIBIT I**

**CD CONTENTS**

PIHP Contract No. 1569-42991 and all amendments  
SMHC Contract No. 1569-42994 and all amendments  
DSHS General Terms and Conditions Contract No. 1183-25401  
Fiscal/Program Requirements Supplementary Instructions - Mental Health Programs  
    DSHS 7.20 Policy  
    SCRSN Data Dictionary  
    Service Encounter Reporting Instructions  
    Third Party Quarterly Report  
    ESH Bed Allocation  
    Data Security Requirements  
    Monthly Contract Compliance Report  
    SCRSN Provider Grievance Log  
    SCRSN Service Denial Tracking Form  
    Provider Invoice  
    Quarterly Report

