Great Rivers BHO

BEHAVIORAL HEALTH ORGANIZATION
DETAILED PLAN

OCTOBER 30, 2015

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Introduction

General and Overall Transition Plan – Introduction to the Detailed Plan

The Great Rivers Behavioral Health Organization (BHO) covers the newly identified Timberlands Region and includes Cowlitz County, Grays Harbor RSN, and Timberlands RSN, comprising five counties: Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum. The strength of Great Rivers BHO is that it is built on the foundation of its partners and their local systems of care: Cowlitz County, which has a robust substance use disorder (SUD) system of care and initiated a provider training/co-occurring competency program for integrated mental health and substance use treatment during the past two years; Grays Harbor RSN, until recently a single county RSN, has embarked on creating mental health and substance use systems of care, including a successful medication assisted therapies (MAT) program embraced by its community, which is laudable; and Timberlands RSN, an effective multi-county RSN (inclusive of Lewis, Pacific and Wahkiakum counties) that emphasizes local systems of care, including a wide range of SUD services. While these are just a few of the strengths each partner brings, they highlight Great Rivers BHO's management capacity as well as substance use disorder (SUD) clinical innovations underway within its regional boundaries. These partners are using the design of Great Rivers BHO to combine their strengths and enhance their systems of care.

The challenges of the transition include: the extraction of Cowlitz County (Cowlitz) from Southwest Behavioral Health RSN (SWBH), the integration of Cowlitz, Grays Harbor RSN, and Timberlands RSN into a new region, and creating a BHO while also preparing for the integration of SUD services. Towards those goals, the Great Rivers BHO partners initiated a two-step process for the transition. The first step was to extract Cowlitz County from SWBH due to the reassignment of Cowlitz County to the new Regional Service Area that includes Grays Harbor, Lewis, Pacific and Wahkiakum counties. Cowlitz County RSN operations became integrated into Grays Harbor RSN in July 2015. This involved negotiations between SWBH, Cowlitz County, and Grays Harbor RSN on a multitude of issues, including determining the appropriate reserve funds that were to be assigned to Cowlitz and transferring all RSN functions, including provider contracts, care management/utilization management, and quality management functions, to Grays Harbor RSN. There is joint management between the two counties in the operations of the Cowlitz/Grays Harbor RSN.

This step was initiated to allow Cowlitz County to be part of the broader planning process for development of the Great Rivers BHO, and to free up Timberlands RSN to facilitate BHO

planning and hire a project manager and a deputy administrator to support the new BHO development. In the middle of this plan, the SWBH administrator resigned and the TRSN administrator also became the interim SWBH administrator for approximately 130 days through June 30, 2015. While challenging, this initial step of combining Cowlitz County's RSN functions with Grays Harbor RSN was completed on July 1, 2015 due to the effective collaboration of their leadership and staff, and the facilitation of the previous and interim administrators and staff of SWBH.

The second step of the process included the design of the new BHO with all five counties participating as equal partners in the design and the integration of SUD services. This phase occurred between July and October 2015, and culminated with the submission of this Detailed Plan to DBHR. To facilitate the process, the partners created a Transition Structure that includes the following committees and work groups:

- Planning Committee, inclusive of all counties and executives of Cowlitz County, Grays Harbor RSN, and Timberlands RSN, and senior officials from Lewis, Pacific, and Wahkiakum counties. The Planning Committee oversees the integration and transition process and makes key decisions, including empowering a steering committee to act on operational needs. This committee has met monthly since spring 2015 to provide guidance on integration of the three entities, integration of substance use services, and design of the new Great Rivers BHO.
- Steering Committee, a smaller work group empowered by the Planning Committee to make operational decisions. Membership includes the public health directors of Cowlitz and Grays Harbor counties, their key RSN staff, and the Timberlands RSN administrator and senior county officials. This committee, which meets weekly, also oversees the work groups formed to implement the new BHO and will continue under the direction of the Great Rivers BHO Governing Board, formed on October 16, 2015, until a chief executive officer is hired in or around January 2016.
- Work Groups covering clinical, communications, operations (finance and administrative), legal, information technology, and provider network functions were established to design the new BHO organization, determine its operations and financing, develop the required inter-local agreements, address technology requirements, and very importantly, begin work with the mental health and SUD provider networks to prepare them for change. Each work group has a work plan that is rolled up to a master work plan and schedule. The work groups are comprised of and facilitated by staff representing each of the partners and report weekly to the Steering Committee and monthly to the Planning Committee.
- Project Management Team includes representatives from the work groups and meets weekly or bi-weekly to coordinate overlapping areas related to implementation of the BHO and integration of SUD services.

The Steering Committee and work groups are expected to continue until the chief executive officer and key management team staff of the BHO are hired in January and February 2016. The governing board has designated an "Implementation" Steering Committee during the absence of a CEO. This committee, comprised of one executive staff member from each county, is authorized to address implementation tasks as assigned by the governing board. The Timberlands RSN Administrator is an ex officio member of the committee. The Implementation Steering Committee will work to achieve consensus on all issues and will vote when needed; each of the five entities has one vote. Furthermore, a member designated by the Implementation Steering Committee is authorized to execute contracts, Requests for Proposals, and offers for hire to accomplish the implementation tasks identified in the interim budget, so long as budgeted amounts are not exceeded. Expenditures over $10,000 must be approved by the governing board. This approach will allow decisions and implementation progress to continue between October 2015 and the CEO's appointment. Current employees of the RSNs and counties compose the work groups that have been so vital to the planning phase and will continue to perform work group activities until the CEO is hired and completes the hiring of the management team. While it is expected that all current staff of the RSNs (Grays Harbor/Cowlitz and Timberlands) will be eligible for positions with Great Rivers BHO, the Planning Committee recommended that all positions be posted for the new BHO. It should be noted that Grays Harbor/Cowlitz and Timberlands RSNs are understaffed to address the BHO contractual requirements. Additional staff will be needed to fully staff the BHO.

Overview of the Great Rivers Organizational Design

Through these strong partnership efforts, the Great Rivers BHO organizational design and operations have been developed and agreed upon, including its mission and transformation goals.

The organizational structure of Great Rivers BHO will include an executive management team responsible for the following activities:

- Supports a qualified and responsive provider network,
- Provides effective care management and utilization management,
- Includes consumer input on its operations through a Consumer Affairs Office,
- Oversees quality management initiatives,
- Uses information technology (IT) solutions to support the clinical and administrative operations, and
- Manages the efficient use of resources.

The executive management team will include a CEO, a medical director, a chief clinical officer (CCO), and a chief operating officer (COO). Executive management will also include a chief integration officer to focus on the integration of behavioral health services and physical health

care. Clinical managers, who will oversee care management/utilization management (CM/UM), as well as managers for provider network, SUD services, consumer affairs, finance, information technology, and human resources are also in the planning and recruitment phases.

It should be noted that the partners' current staffing level cannot address all the requirements of the new BHO and the incorporation of SUD service management. Consequently, with the integration of these functions within a broader region, additional resources will be necessary to carry out the BHO functions. Staff recruitment will occur between January and April 1, 2016. Most of the current RSN staff performing the various work group functions will be hired to promote continuity. The organizational chart for Great Rivers BHO is included as Attachment 1, Organization Chart.

In addition to the governing board, advisory boards (described later in this Plan), and executive management, Great Rivers BHO will have the following committees to shape its operations:

- A Cross Functional Management Committee to provide oversight of key initiatives and cross functional projects;
- A Quality Improvement Committee, co-chaired by the quality manager and the clinical/medical directors, and whose members include the Ombuds and other stakeholders as required by DSHS contracts;
- A Compliance Committee that addresses fraud and abuse and other compliance matters;
- A Utilization Management Committee that reviews service utilization and identifies service trends and needs;
- A Credentialing Committee chaired by the medical director; and
- A Provider Advisory Committee to provide input on provider operations, policies and procedures, provider training needs, and network expansion.
- A Health and Human Services Directors Advisory Committee, comprising all five counties' health and human services directors, to help coordinate public health, corrections, and other programs through 1/10 of 1% funding as part of the total approach to behavioral health for the region.

Other ad hoc committees will occur as needed. In addition, Great Rivers BHO staff will provide linkage with regional and local community stakeholder groups, as needed and as described in other sections of the Detailed Plan. It is important to note that the Great Rivers BHO Advisory Board will review and recommend policies, plans, and budgets to the governing board.

Regional operations: Great Rivers BHO is in the process of identifying potential office sites in the Chehalis/Centralia area for its regional operations, which will include all administrative functions (finance, human resources, information technology, legal, and management services such as provider contracting) and the following clinical operations: oversight of all medical

management/clinical policies and procedures for care management/utilization management (CM/UM), quality management, and provider network services and credentialing for mental health and substance use services. These functions also include oversight of compliance with DSHS and federal requirements. Great Rivers BHO will subcontract some CM/UM duties with Behavioral Healthcare Options, Inc. in Nevada for an interim period of eight (8) to 14 months. The subcontract will include CM/UM for mental health and substance use services and will allow Great Rivers BHO to develop an internal capacity for CM/UM of SUD services and recruitment of chemical dependency professionals (CDPs) and other experienced SUD quality improvement and network staff, without creating a brain drain of current substance use treatment provider staff.

Local operations: Great Rivers BHO will include care managers to perform intensive care management for individuals with high needs and coordination with local resources (first responders, inpatient and residential facilities, jails, behavioral health and allied system providers and similar resources) as well as provider relations/network development staff to work on the design of local systems of care and assist with quality improvement activities organized regionally.

Mission: The mission of Great Rivers BHO in Pacific rural Washington is to provide access to high quality comprehensive systems of care that yield the outcomes desired by people with mental health and/or substance use conditions. Great Rivers BHO's goal is to emphasize strengths-based approaches to recovery and resilience. The BHO wants to address the whole health needs of the people it serves through integrated treatment planning among behavioral health and primary care providers.

Great Rivers BHO's managed care approach includes:

- **Care management:** Through locally informed care managers, Great Rivers BHO will work with consumers, family members, providers, primary care physicians, emergency departments, police, jails, schools, and other stakeholders to provide access to the most appropriate services at the earliest signs of need while advocating for service plans that address the person's desired outcomes.
- **Utilization management:** Through regional utilization management operations and in collaboration with its network providers, Great Rivers BHO will assure that people receive the services they need to achieve their goals. Great Rivers BHO's utilization management policies and protocols focus on providing access to covered benefits/services of the Medicaid program, federal grants and state general funds. While guided by the state's access to care standards and ASAM criteria, Great Rivers BHO will work closely with its provider community to support people in achieving the best health outcomes by tailoring services to fit individual needs rather than just fitting

individuals into available services. Great Rivers BHO believes that providing care that fits individual needs is the most efficient care over time.

- **Provider Network Development:** Great Rivers BHO recognizes the provider community as valuable partners and will work with them to provide the widest array of covered services, utilizing research-based and best practice models that have demonstrated outcomes. This approach will likely result in developing new interventions and transitioning away from some approaches that have poorer outcomes when compared to research-based models. Throughout the process, Great Rivers BHO wants its providers to flourish and engage in improvements to the system of care for mental health and substance use conditions. Great Rivers BHO commits to maintaining current provider relations by providing appropriate training and development opportunities as well as developing new relationships to expand the network. Great Rivers BHO recognizes involving the provider network in quality improvement efforts is essential and values input from providers and community partners.
- **Continuous Quality Improvement:** Great Rivers BHO's goal is to provide timely feedback on performance that identifies areas for quality improvement. This approach means balancing process reviews with outcome measurement. Great Rivers BHO will rely on a data-driven system that measures outcomes of care and that providers and the BHO can use to improve delivery of care. Great Rivers BHO recognizes the necessity of utilizing collaborative site visits to ensure facility appropriateness and health and safety.
- **Member Focused:** Great Rivers BHO is strongly committed to recovery and strength-based services; responsiveness to members, including education, communication, and assistance with access to crisis and routine services; and protecting members rights through the ability to access a user-friendly grievance and appeal process.
- **Incentives:** Over time and consistent with state and federal requirements, Great Rivers will provide financial and non-financial incentives to providers that achieve quality outcomes and efficiency. Non-financial incentives can include, for example, delegated utilization management or other clinical oversight functions. Financial incentives can include performance-based payments for the use of desired research-based practices and goal or outcome attainment.

The values listed below will guide the Great Rivers BHO system of care for people with mental illness and substance use conditions. Great Rivers BHO strives to:

- Focus on the whole person, emphasizing collaborative and integrated care approaches;
- Emphasize recovery and resilience;
- Provide a local presence in its counties;
- Employ a wraparound approach to assist individuals based on their needs;
- Be trauma-informed;

- Be co-occurring capable (to address integrated mental health and substance use treatment);
- Use family and peer specialists to facilitate outreach, engagement and support;
- Address the stages of change to engage and support individuals in recovery;
- Rely on person-centered, strengths-based approaches;
- Provide culturally responsive services that address the cultural, spiritual, and linguistic needs of individuals;
- Provide prevention services, whenever possible;
- Provide early identification and treatment as soon as possible;
- Reflect research-based and best practices with proven outcomes; and
- Be efficient with public resources.

Transition Goals:

- Implement communication strategies for consumers, families, providers and other stakeholders that result in a seamless transition, particularly for members of Great Rivers BHO who use services currently and will use them prospectively. This includes identifying all clients and families expected to be in services on April 1, 2016, and any transitioning clients, to obtain appropriate releases of information consistent with state and federal requirements. As part of the transition, Great Rivers BHO will identify the clients and obtain information on the services provided, planned treatment end date, provider information, treatment location, administrative records, and individual client transition plans, as needed. The Great Rivers BHO does not believe there will be any significant challenges related to the transition of clients/families because the transition plans include contracting with the same utilization management vendor for authorization of services for about one year, executing contracts with the current mental health and SUD provider network, and utilizing the same policies and procedures currently in place for mental health care management, while working closely with the counties' SUD experts and providers to plan for and coordinate SUD care. Through its already established Clinical Work Group, Great Rivers BHO is adopting the best policies and procedures (P&Ps) from each of its partners and has a work plan that addresses refinement of current policies to include SUD best practices in all aspects of Great Rivers BHO's operations.
- While complying with state and federal requirements, Great Rivers BHO will limit changes on April 1, 2016 to those that are necessary to operate the new BHO in order to provide uninterrupted access to SUD and mental health services and support consumers, providers, and staff through the transition.
- Build a solid foundation on which to implement effective and integrated systems of care for children, adults, and elders throughout the large rural area comprising the Great Rivers BHO, incorporating integrated treatment strategies for mental health, SUD, and physical health care.

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General and Overall Transition Plan

(160) Joint agreements of county authorities – required provisions.

The Great Rivers BHO Governing Board formed in October 2015 and has approved a new joint agreement that addresses the required provisions to establish Great Rivers BHO. The agreement among Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum counties is included in Attachment 2. The board also voted to approve a transitional budget and the formation of an interim steering committee to assist them with the implementation and authorization of a fiscal agent to manage spending of an interim budget.

(161) Joint agreements of county authorities – permissive provisions.

The joint agreement among Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum counties that addresses permissive permissions is included in Attachment 2.

3

Transition and Coordination of Services Plan

Transitioning to Integrated Care

(280) Primary care and coordination of health care services

The Clinical Work Group is in the process of developing a policy and procedure that documents best practice approaches for coordination of primary care and behavioral health care. As noted in Chapter 1, Great Rivers BHO will hire a chief integration officer to focus on strategies for coordinating behavioral health care with physical health care. The Health Sciences and Research Group with the AIMS Center at the University of Washington uses the following definition: "integrated care involves a practice team of primary care and behavioral health clinicians working together with patients and families, using a systematic and cost-effective approach to provide patient-centered care for a defined population." Implementation will be guided by the best practice approach of integrating care according to the four quadrant model and tools developed by the AIMS Center, including the checklist AIMS developed for Patient Centered Integration of Behavioral Health Care Principles and Tasks.[1] This checklist includes "Target to Treatment" measurements where the consumers'/enrollees' health and behavioral health goals are measured and, if desired outcomes are not achieved, the treatment is changed. Using this expertise, Great Rivers BHO intends to implement integration strategies on a step-wise basis, initially monitoring if consumers/enrollees have a primary care physician (PCP) and expanding the use of integrated treatment teams over time to prepare for full integration in 2020.

The BHO provider contracts will require behavioral health agencies (BHAs) to identify whether a consumer/enrollee has a PCP and if not, assist the person with contacting a health plan/obtaining a PCP or referring the individual to a federally qualified health center (FQHC) or Indian Health Center for Native American consumers/enrollees. Great Rivers care managers will assist any provider or consumer/enrollee with referrals when the BHA experiences roadblocks. As mentioned in Item (3), *Behavioral health organizations – contracting process*, the importance of addressing primary care needs for people with behavioral health conditions is essential to their basic health and longevity. Great Rivers BHO will be creating contracts with financial incentives for identifying, referring, tracking, and documenting complex medical

[1] Lexicon for Behavioral Health and Primary Care Integration, AIMS Center materials, Accessed August 31, 2015 at http://www.aims.uw.edu/.

conditions and special health care needs, including PCP visits in the treatment plan, and providing the health status as reported by the consumer/enrollee and the PCP in the progress notes. Great Rivers BHO will monitor PCP coordination through care management and quality management initiatives that include documentation reviews.

Great Rivers BHO will develop the following contracts to facilitate integration of care by April 1, 2016:

- Funding the current Grays Harbor/Cowlitz RSN contract with Sea Mar in Aberdeen and Kelso for behavioral and physical health care provided in the same locations utilizing integrated treatment plans.
- Funding the Timberlands RSN contract for 50% of a mental health integrated care staff salary to coordinate care for high utilizers in collaboration with primary care at Valley View FQHC, which pays the remaining 50% of the primary portion of integrated care staff salary.
- Cowlitz County will continue funding a pediatric nurse mental health care coordinator in the Columbia Wellness contract for coordination of care between hospitals, mental health services and pediatric outpatient care providers.
- Cowlitz County will continue contracting with the Drug Abuse and Prevention Center (DAPC) for provision of co-occurring mental health and SUD services. These services are integrated into the local FQHC providing primary care.

Great Rivers BHO will also assess the need for additional contracts or agreements with other health care organizations, including the managed care plans as described in Item (5), *Behavioral health organizations – access to chemical dependency and mental health professionals*, as part of its care management and quality management processes. At present, there are no other agreements.

Transitioning SUD Services into Managed Care

(19) Comprehensive program of treatment

SUD System of Care: The Great Rivers BHO system of care for SUD treatment will encompass the required ASAM levels of care as detailed in the table that follows. At the same time, many of these services, such as residential treatment, are out-of-region (Portland, Puyallup, Vancouver and Seattle) and many existing services are either insufficient or understaffed. Great Rivers BHO has done an analysis of the gaps in SUD treatment and determined the major gaps in services within the region include:

- Insufficient detox services (both subacute and medical),
- Insufficient residential program access,
- Insufficient supportive housing for persons with SUD,
- Under-staffed at all outpatient levels,

- Limited MAT within the region.

To address service gaps, all of the current RSN SUD contracts of the partners will become part of the Great Rivers BHO provider network, and the Operations Work Group is implementing a strategy to execute new contracts. To improve access to the full continuum of ASAM levels of care, the Provider Work Group is meeting with current and potential mental health and SUD BHAs to discuss the current service array and ways to expand services locally and within the region, including evidence -based practices (EBPs). A kick-off meeting for this expansion work was held in October 2015 and there will be ongoing planning by the work group and ultimately by the provider network staff that Great Rivers BHO will hire beginning in February 2016. Steering Committee members have also visited potential new providers of detox and residential treatment services to assess support for expansion of a new program. Grays Harbor County has begun discussions with another provider to expand detox and residential treatment. The goal is to expand residential treatment for all populations, but especially for youth and pregnant and parenting women. These efforts will be continued. Great Rivers BHO, along with its county partners, will develop a network plan that will build these services according to a time table, the availability of managed care savings, and various county and private resources, while also realigning less effective current services to EBPs for SUDs.

Incorporating public and private resources: The Provider Network Work Group members are well acquainted with each county's strategic plan for addressing the needs of people with SUD conditions, and while there is insufficient service capacity, there are also resources and programs at the county and local level levels that include population-based/public health approaches to prevention and treatment. Private resources include collaboration with St. John's Medical Center, PeaceHealth in Cowlitz County and Eastcenter Recovery in Grays Harbor County. The Network Plan under development will incorporate these resources to braid together a comprehensive system of SUD care across the region, given available resources.

SUD Challenges and Emerging Treatments: Benefits of having strong county partners include the development of strategic plans that outline the ways alcohol and drugs are used in Great Rivers BHO communities as well as strategies to address treatment and prevention, inclusive of broad public health and allied systems interventions. The Provider Network Work Group is in the process of assessing these needs across the counties in the region and developing strategies to provide appropriate SUD treatment. The work group and providers are identifying and expanding evidence-based practices to address cannabis (marijuana) use disorder, particularly among youth, whose marijuana use can lead to serious behavioral health conditions and potentially addiction. Resources include those identified by DBHR, the Substance Abuse and Mental Health Services Administration (SAMSHA), and the national registry of evidence-based practices.

The increasing use of opiates in Great Rivers BHO communities, fueled by misuse of prescription medications and the availability of cheaper heroin across the country, requires a multi-pronged strategy, including strategies to prevent opioid overdose deaths. By educating the provider network, stakeholders, allied system partners, and laypersons about the capacity of using naloxone to prevent overdoses, first responders and emergency departments can administer this medicine and prevent deaths.[3] Continued education of the Great Rivers BHO provider network and allied health partners about naloxone will be a priority.

Currently, consumers/enrollees in the Great Rivers BHO region must obtain most medication assisted therapies (MAT) outside the region (Seattle and Vancouver). The transportation costs and time involved with these efforts have been a challenge for the counties. As a result, significant effort has already occurred among the county partners to offer MAT within the region. Grays Harbor County has been very successful in establishing an opiate substitution treatment (OST) clinic that serves 300 individuals and has been embraced by local law enforcement and the community. The goal to expand access to other MAT in that county has also been embraced by stakeholders; the challenge is in addressing the regulatory requirements associated with MAT and finding willing, qualified individual physician prescribers. Fortunately, pending rule changes by the Centers for Medicare and Medicaid concerning the prescription of MAT by physicians may assist Great Rivers BHO in expanding access to this service within the region. Cowlitz County has been in numerous discussions with county commissioners, law enforcement, corrections, county drug court, the public health officer, local psychiatrists, an Oregon Health Sciences University addictions medicine researcher, the local FQHC and hospital, multiple levels of the local provider network, and other outside programs on preparing Cowlitz County for MAT. The largest mental health provider in Cowlitz County, Columbia Wellness, has a psychiatrist with certification in addictions medicine, who will be applying for state substance use treatment licensure. In addition, PeaceHealth St. John Hospital in Longview is considering a MAT program. Great Rivers BHO will build on these efforts to increase access to these services.

Along with heroin, methamphetamine is among the worst challenges across the Great Rivers BHO region. According to the Cowlitz County strategic plan, it is the drug most associated with violent crime. Expansion of the Matrix Intensive Outpatient Program for Stimulant Use, currently operating in Cowlitz County, to increase access in all five counties is critical.

Alcohol dependence remains a challenge. While there has been some decrease in alcohol usage among school age youth across the counties, binge drinking and dependence for young adults and individuals of all ages remains a significant treatment challenge. Co-occurring mental health and alcohol dependence as well as co-occurring use of other drugs has been targeted through a focused training effort initiated by Cowlitz County (and including other Great Rivers

BHO county providers) with Dr. Ken Minkoff and Dr. Chris Cline, national experts in these areas, to increase co-occurring treatment capacity of the provider network.

(23) Review of admission and inpatient treatment of minors – determination of medical necessity – department review – minor declines necessary treatment – at-risk youth petition – costs – public funds.

Great Rivers BHO will institute procedures by April 1, 2016 for the review of the admission and the inpatient treatment of minors when minors are admitted under *RCW* 70.96A.245. This allows a parent to bring, or authorize another person/agent to bring, his or her minor child to a certified treatment program and request that a chemical dependency assessment be conducted by a professional person to determine whether the minor is chemically dependent and in need of inpatient treatment. The consent of the minor is not required for admission, evaluation, and treatment if the parent brings the minor to the program.

The procedures will address the requirement to review and determine medical necessity for minors admitted to SUD inpatient facilities, incorporating the following steps:

- Great Rivers BHO will request the provider to contact the crisis team inclusive of the chemical dependency professional (CDP) or other qualified professional to participate in the review and help determine if a lower level of care would meet the youth's needs. If there is agreement that an alternative to inpatient care is available, the inpatient provider and crisis provider will facilitate the transfer to the appropriate level of care.
- If the minor is admitted to a facility under *RCW* 70.96A.245, a Great Rivers BHO care manager/CDP will contact the facility within five working days of the date the minor is brought to the facility to determine if inpatient services are medically necessary, which includes review of the:
  - Clinical status of the minor.
  - Clinical expertise of the treatment provider to meet the youth's needs.
  - Safety of the minor.
  - Likelihood the minor's chemical dependency recovery will deteriorate if released from inpatient treatment.
  - Wishes of the parent/guardian.
- If the Great Rivers BHO care manager/CDP, in consultation with a psychiatrist, determines it is no longer a medical necessity for the minor to receive inpatient treatment, the care manager shall immediately notify the parent/guardian and the professional person in charge. The professional person in charge shall release the minor to the parent/guardian within twenty-four hours of receiving notice unless additional time is requested by the professional or parent/guardian for the purpose for filing an at-risk youth petition. When this occurs, the enrollee/parent should be notified of their rights to appeal.

(25) Voluntary treatment of individuals with a substance use disorder.

Great Rivers BHO will insert the following *RCW 70.96A.110* requirements into provider network contracts to address the voluntary treatment of individuals with a substance use disorder, adding the additional managed care requirements to determine the medical necessity of care, and follow all grievances and appeals requirements as outlined in Items 296 through 326, *Grievance System Plan.*. The Provider Network Work Group is also developing specific procedures for the provider manual.

- An individual with a substance use disorder may apply for voluntary treatment directly to an approved treatment program. If the proposed patient is a minor or an incompetent person, he or she, a parent, a legal guardian, or other legal representative may make the application.
- Subject to rules adopted by the Secretary, the administrator in charge of an approved treatment program may determine who shall be admitted for treatment. This approval is subject to medical necessity. If a person is refused admission to an approved treatment program, the administrator, subject to rules adopted by the Secretary, shall refer the person to another approved treatment program for treatment, if possible and appropriate.
- If a patient receiving inpatient care leaves an approved treatment program, he or she shall be encouraged to consent to appropriate outpatient treatment. If it appears to the administrator in charge of the treatment program that the patient is an individual with a substance use disorder who requires help, the department may arrange for assistance in obtaining supportive services and residential programs, subject to medical necessity as determined by the BHO.
- If a patient leaves an approved public treatment program, with or against the advice of the administrator in charge of the program, the discharging program may make reasonable provisions for his or her transportation to another program, subject to medical necessity, or to his or her home. If the patient has no home, he or she should be assisted in obtaining shelter. If the patient is less than fourteen years of age or an incompetent person, the request for discharge from an inpatient program shall be made by a parent, legal guardian, or other legal representative or by the minor or incompetent if he or she was the original applicant.
- Compliance will be facilitated through provider training, annual contract reviews, and monitoring CM/UM information during the care management process, as well as monitoring grievances or critical incidents related to voluntary treatment.

(26) Treatment program and facilities – admissions – peace officer duties – protective custody.

To meet these requirements, Great Rivers BHO will:

- In partnership with the legislature, the DSHS, the Health Care Authority and other state, county and municipal authorities, participate in the development and maintenance of a provider network that includes approved substance use disorder treatment facilities capable of accepting persons incapacitated or gravely disabled by alcohol or other drugs and who are in a public place or who have threatened, attempted, or inflicted physical harm on themselves, or another, and have been taken into protective custody by a peace officer or staff designated by the county.
- Ensure that providers contracted to accept individuals taken into protective custody are aware of, and have policies and procedures in place that meet the requirements of *RCW.96A.120 (3), (4), (5), (6) and (8)*, pertaining to provision of assessment, treatment, and information and referral services as relevant to an individual's circumstances. Compliance will be facilitated through contract language and monitored by annual contract reviews (or more frequently, if warranted by grievances or critical incidents related to individuals taken into protective custody).
- Ensure that local law enforcement agencies and county-designated staff are aware of, and provided with the location and contact information for, regional substance use disorder treatment resources available to serve individuals taken into protective custody.

(27) Involuntary commitment.

Great Rivers BHO will address the involuntary commitment requirements as defined in *RCW 70.96A.140* that will become effective on April 1, 2016. The Clinical Work Group is in the process of updating its policies and procedures to be consistent with these requirements. These same requirements will be incorporated by reference into Great Rivers BHO's sub-contracts. An outline of the involuntary commitment process for individuals with SUD related to Great Rivers BHO's responsibilities is described below.

General Provision: Great Rivers BHO will have a designated chemical dependency specialist available 24 hours a day, seven (7) days a week to respond to requests for commitment of an individual who presents a likelihood of serious harm or is gravely disabled as a result of chemical dependency, and will perform the required activities specified in *RCW 70.96A.140.* The desired outcome of any review or intervention would be to assist the individual with a voluntary referral to a program whenever possible. Great Rivers BHO will make every effort to support the recruitment and/or training of a designated specialist who can assess consumers / enrollees for both mental health and chemical dependency involuntary commitment to make the evaluation and referral process efficient.

During Business Hours: A chemical dependency professional (CDP) at a contracted provider organization will provide the assessment and review of the information, and if determined that a petition is necessary, will discuss the information with a Great Rivers BHO care manager to

determine an appropriate level of care. If there is no agreement about the need for a petition for commitment, the Great Rivers BHO Medical Director or a psychiatric consultant will review the material and make a determination.

After Business Hours Process: The response to a request for an involuntary commitment will be performed after business hours by designated CDP providers. After reviewing the information and evaluation of the facts, reliability, and credibility of the information, the CDP may prepare a petition for commitment of the individual and submit it to the superior court, district court, or in another court permitted by court rule. The CDP will also evaluate whether an alternative to commitment at a lower level of care is appropriate. If the CDP does not believe the individual meets the criteria for commitment, the CDP will coordinate with a Great Rivers BHO CDP care manager/during the next business day. If there is agreement by the provider CDP and the Great Rivers BHO care manager that the initial needs of such person would be better served by placement within the mental health system, the person shall be referred to either a designated mental health professional or an evaluation and treatment facility as defined in *RCW 71.05.020* or *RCW 71.34.020.* If the mental health needs are emergent, the CDP will contact the mobile crisis team for assistance. If there is a determination that neither a petition nor referral to a mental health professional or an evaluation and treatment facility is necessary, the CDP will make referrals to other appropriate services or resources and inform the petitioner of the outcome.

If a petition for commitment is not filed in the case of a minor, the parent, guardian, or custodian who has custody of the minor may seek review in superior or district court of that decision made by the designated chemical dependency specialist. The parent, guardian, or custodian shall file notice with the court and provide a copy of the designated chemical dependency specialist's report. If the designated chemical dependency specialist and Great Rivers BHO care manager (also a CDP) finds that the initial needs of the minor would be better served by placement within the mental health system, the person shall be referred to either a designated mental health professional or an evaluation and treatment facility as defined in *RCW 71.05.020* or *RCW 71.34.020*. If there is a determination that neither a petition nor referral to a mental health professional or an evaluation and treatment facility is necessary, the CDP will make referrals to other appropriate services or resources and inform the petitioner of the outcome.

Placement Considerations: Consistent with RCW language, the commitment decision must be made within 12 hours following the request. If placement in a chemical dependency program is available and deemed appropriate, the petition shall allege that: The person is chemically dependent and presents a likelihood of serious harm or is gravely disabled by alcohol or drug addiction, or that the person has twice before in the preceding twelve months been admitted for withdrawal management, sobering services, or chemical dependency treatment pursuant to

RCW 70.96A.110 or *RCW 70.96A.120*, and is in need of a more sustained treatment program, or that the person is chemically dependent and has threatened, attempted, or inflicted physical harm on another and is likely to inflict physical harm on another unless committed. A refusal to undergo treatment, by itself, does not constitute evidence of lack of judgment as to the need for treatment.

Prior to the petition hearing, the Great Rivers BHO CDP or the CDP designee will arrange a medical evaluation by a licensed physician. The petition shall be accompanied by a certificate of a licensed physician who has examined the person within five days before submission of the petition, unless the person whose commitment is sought has refused to submit to a medical examination, in which case the fact of refusal shall be alleged in the petition. The certificate shall set forth the licensed physician's findings in support of the allegations of the petition. A physician employed by the petitioning program or the department is eligible to be the certifying physician.

Petition Hearing: The Great Rivers BHO CDP or CDP designee must provide a copy of the petition and of the notice of the hearing, including the date fixed by the court, to the person whose commitment is sought, his or her next of kin, a parent or his or her legal guardian if he or she is a minor, and any other person the court believes advisable. A copy of the petition and certificate shall be delivered to each person notified. The court will hear all relevant testimony, including, if possible, the testimony, which may be telephonic, of at least one licensed physician who has examined the person whose commitment is sought.

Follow Up: If the placement is in an inpatient level of care, Great Rivers BHO or its designee shall:

- Contact the inpatient unit within three (3) working days of admission.
- Provide to the inpatient unit any available information regarding the individual's treatment history at the time of admission.
- Provide all available information related to payment resources and coverage.
- Participate in treatment and discharge planning with the inpatient treatment team.
- Ensure that a contracted network BHA is designated prior to discharge for enrollees and their families seeking community support services.

General Requirements: In the event the Great Rivers BHO designated CDP is aware that the enrollee is a tribal member or receiving SUD services from a Tribal or Urban Indian Health Program, and the enrollee 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 enrollee. If the enrollee chooses to be served only by the Tribal Health Service, referral to a contracted network SUD is not required. For Enrollees on less restrictive alternatives (LRA) who meet

medical necessity and the access to care standards, Great Rivers BHO's' designated BHA shall offer covered mental health services to assist with compliance with LRA requirements.

(29) Evaluation by designated chemical dependency specialist – when required – required notifications

To meet these requirements, Great Rivers BHO will develop policies and procedures and include language in SUD provider network contracts that describes the requirements *of RCW 70.96A.142* for an evaluation by a chemical dependency professional (CDP). Compliance will be facilitated through contract language and monitored by annual contract reviews (or more frequently if warranted by grievances or critical incidents related to concerns about access).

- When a designated chemical dependency specialist is notified by a jail that a defendant or offender who was subject to a discharge review under *RCW 71.05.232* is to be released to the community, the designated chemical dependency specialist shall evaluate the person within seventy-two hours of release, if the person's treatment information indicates that he or she may need chemical dependency treatment.
- When an offender is under court-ordered treatment in the community, and under supervision of the department of corrections, and the treatment provider becomes aware that the person is in violation of the terms of the court order, the treatment provider shall notify the designated chemical dependency specialist of the violation and request an evaluation for purposes of revocation of the conditional release.
- When a designated chemical dependency specialist becomes aware that an offender who is under court-ordered treatment in the community, and under supervision of the department of corrections, is in violation of a treatment order or a condition of supervision that relates to public safety, or the designated chemical dependency specialist detains a person under this chapter, the designated chemical dependency specialist shall notify the person's treatment provider and the department of corrections.
- When an offender who is confined in a state correctional facility, or is under supervision of the department of corrections in the community, is subject to a petition for involuntary treatment under this chapter, the petitioner shall notify the department of corrections and the department of corrections shall provide documentation of its risk assessment or other concerns to the petitioner and the court, if the department of corrections classified the offender as a high risk or high needs offender.

Nothing in this section creates a duty on any treatment provider or designated chemical dependency specialist to provide offender supervision.

(48) Criminal justice treatment account.

To address the requirements of the Criminal Justice Treatment Account (CTJA) as specified in RCW 70.96A.350, Great Rivers BHO will work with its county partners to support local panels on the development of plans for usage of the CTJA funds. Cowlitz, Grays Harbor, Lewis, Pacific, and Wahkiakum counties already have effective arrangements for the use of CJTA funds with local panels. Great Rivers BHO will implement the approved plans for the treatment of alcoholism, intoxication, and substance use disorders (SUD) for eligible offenders (adults with a SUD problem that would result in addiction), against whom a prosecuting attorney has filed charges, and substance disorder treatment services and treatment support services to adult or juvenile offenders within a drug court program as defined by *RCW 70.96A.055: Drug courts* and *RCW 2.28.170: Drug courts*. Current services funded by CTJA in the Great Rivers BHO region cover the range of required CJTA-allowable SUD services. The services are listed below.

- Cowlitz County funds treatment services for its adult drug court utilizing two treatment providers that serve adults: Awakenings and the Drug Abuse Prevention Centers.
- Grays Harbor County funds Sea Mar to provide SUD treatment services: assessment; case management; intensive inpatient; intensive outpatient; outpatient, including MRT and Motivational Interviewing; transportation; childcare; and urine toxicology.
- Lewis County funds treatment services for the Lewis County therapeutic courts, which include adult drug court and family dependency court. The Innovation Project, also funded by CJTA, addresses the use of stimulants for drug court participants. The Moral Recognition Therapy (MRT) model of treatment is also funded at the Eugenia Center.
- Pacific County funds intensive inpatient treatment services, outreach, transportation, coordination, and crisis counseling, as well as screening and assessment in the jail. The county has also established case hearings/review dates determined at sentencing to aid offenders in accessing treatment and necessary follow-up care. The Matrix Model, a best practice intensive outpatient program for the treatment of stimulant abuse, is also funded by CTJA.
- Wahkiakum County provides SUD outpatient and intensive outpatient services and is in discussions about providing services for the drug court.

Based on the approved Detailed Plan, Great Rivers BHO will provide alcohol and drug treatment and treatment support services per *RCW 70.96A: Treatment for alcoholism, intoxication, and substance use disorders* to the following eligible offenders.

- Adults with a substance use disorder problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges.
- Substance use disorder treatment services and treatment support services to adult or juvenile offenders within a drug court program.

Discharge Planning for Persons Under Involuntary Commitment

(124) Involuntary commitment – Individualized discharge plans.

Behavioral Healthcare Options, Inc. (Options) in Nevada, the utilization management (UM) subcontractor for Great Rivers BHO, will review all inpatient admissions and, upon authorization of care, will forward daily notification of the authorization to the Great Rivers BHO care management team. Great Rivers BHO care managers will forward these notifications electronically to the designated mental health professional (DMHP) or the hospital liaison and to the BHAs serving the consumer/enrollee to increase awareness of admissions and discharges.

- Great Rivers BHO will either directly manage or delegate Western State Hospital liaison services to designated providers (depending on the needs of the constituent counties).
  - The Great Rivers BHO care managers and quality improvement staff will review the liaison's monthly report of discharge planning efforts to assure coordination of care.
  - Great Rivers BHO will monitor performance through reports, tracking percentage of clients seen within three (3) days of admission, seen within seven (7) days of discharge, and seen for medication within 30 days of discharge. Targeted reviews will be completed to identify the percentage of clients discharged from psychiatric hospitalization who have a crisis plan completed/updated post discharge.
  - Great Rivers BHO will host a biannual hospital summit training for crisis workers, hospital liaisons, and DMHPs to learn about new legislations, changes in processes/procedures, introduce new staff, and share contacts. Presentations will be made from within the group or by guest speakers.
- Great Rivers BHO hospital liaisons or the liaison employed by contracted BHAs shall:
  - Ensure discharge planning efforts are documented in AVATAR (includes explanation of when a clinician was not able to complete follow-up contact) in order to analyze for trends.
  - Require the submission of discharge planning reports to Great Rivers BHO upon discharge.
  - Ensure (for complex cases where there are multiple hospitalizations) patients receive intensive care management to assess the appropriateness of discharge plans and the need for services/levels of care.

Court-ordered Treatment for Minors

(231) Petition for one hundred eighty-day commitment – hearing – requirements – findings by court – commitment order – release – successive commitments.

Great Rivers BHO will coordinate with the Children's Long-term Inpatient Program (CLIP) Administration in accordance with requirements under RCW *71.34* and the BHO contract language. A primary goal will be to amend the current policies and procedures to be consistent with the BHO functions at the regional and local partner level, as well as with the CLIP resource

management guidelines and admissions procedures. Great Rivers BHO shall work with constituent counties to develop CLIP committees comprising local child serving allied partner agencies and youth and family representation. These committees will review request for voluntary CLIP admissions. Great Rivers BHO children's care coordinator, a care manager, will be responsible for the overall management of Great Rivers BHO voluntary and involuntary CLIP applications, and serve as the primary community contact for the CLIP Administration.

The Great Rivers BHO CLIP committees, facilitated by the children's care manager, will ensure the integration of all regional assessments and CLIP referral activities, including the following activities.

- Review the needs of children and youth considered for voluntary admission to CLIP.
- Consider whether appropriate less restrictive services are available to defer hospitalization. Provide a written response to the applicant or family indicating the reason(s) for denial, recommendations for alternatives for services, and appeal rights.
- Create and maintain a local process to assess the needs of children and youth considered for voluntary admission to CLIP and coordinate referrals to the CLIP Administration.
- When a person under age 18 years is considered for a CLIP commitment for 180 days, under RCW *71.34*, provide an assessment of the child or youth's needs prior to an admission to the CLIP facility and share the community and /or family recommendations for CLIP.
- Provide a designee who participates in the CLIP Placement Team assignment of children and youth subject to court ordered involuntary treatment. All Great Rivers BHO designated participants, including the wraparound and/or child and family team, will actively participate in the timely plan-of-care development and implementation, including discharge planning.
- Provide all required CLIP application materials, including community and/or family CLIP placement recommendations, and ensure they are submitted to the CLIP Administration prior to the consideration of a voluntary admission referral.
- Participate through the Great Rivers BHO children's care manager in the concurrent length-of stay management as well as decisions to transfer a child or youth to another inpatient setting (CLIP or community psychiatric hospital), in accord with the CLIP policies and procedures and the most recent CLIP Working Agreement.
- After the CLIP admission, provide access to case management, which includes a range of activities guided by a Great Rivers BHO care manager or BHA liaison conducted in or with a CLIP facility for the direct benefit of the admitted child or youth.

The Great Rivers BHO care manager or designated BHA representative is the primary case contact for CLIP programs and is responsible for managing individual cases from pre-admission through discharge. The Great Rivers BHO care manager or designated BHA representative must

participate in treatment pre-admission and review meetings, and participate and facilitate discharge planning with the CLIP treatment team and BHA.

(234) Minor's failure to adhere to outpatient conditions – deterioration of minor's functioning – transport to inpatient facility – order of apprehension and detention – revocation of alternative treatment or conditional release – hearings.

Great Rivers BHO will assign all minors released on less restrictive alternative (LRA) treatment or conditional release to BHAs certified by the DSHS to be eligible to provide LRA treatment supports under WAC 388-877A-0195, and notify the associated designated mental health professional (DMHP) of the referral. If the minor was released from inpatient care on LRA or conditional release, the minor will be screened for alternative levels of care, including WISe. If eligible and enrolled in WISe, the provider will monitor the minor's status and report any deterioration.

If the minor is not eligible for WISe or the minor/family prefers another intensive outpatient service, that outpatient provider monitors the youth's LRA status. The minor's provider monitors the progress to ensure that conditions of the court order are being met and whether there is substantial deterioration in functioning.

If the provider determines that the minor is failing to adhere to the conditions of the less restrictive order/conditional release, or determines that substantial deterioration in functioning has occurred, the provider notifies the designated crisis provider for the county/geographic area. A crisis provider DMHP will meet with the minor if possible, and/or review the conditions of deterioration, and determine if an order is necessary. The assessment will determine if other services or levels or care would be useful prior to the recommendation for inpatient care. If inpatient care is the best option for the minor, the DMHP will file the order of apprehension and detention and serve it to the minor. The DHMP must also notify the minor's parent/caregiver and attorney within two days. The DMHP files a petition for revocation of the LRA in the county where the LRA was ordered. If the originating county is other than the minor's home community, a motion for good cause is typically filed, which allows the transfer of the hearing to the minor's home community.

As specified in RCW *71.34.780*, the revocation hearing occurs within seven days. If it is determined that the minor did not adhere to the LRA/conditional release, the court either orders a modification to the LRA or orders a return to inpatient care.

Transfer Between BHOs

(187) Behavioral health organizations – Transfers between organizations.

Use of Uniform Transfer Agreement: Great Rivers will provide a seamless transition for consumers/enrollees who wish to move to another service region or who would be better served in a different region with no more than minimal interruption of services. Great Rivers BHO will adhere to the protocols outlined in the draft PIHIP contract requirements of Section 11, BHO Transfer Protocol, including payment requirements.

4

Communications and Stakeholder Plan

(151) Legislative intent and policy.

Great Rivers BHO intends to establish a management level consumer affairs position that will be staffed by an individual with lived behavioral health experience. This position will work with the Great Rivers BHO management team, the advisory board and local committees, and with the Ombuds and quality review teams to assist the BHO with implementing consumer- and family-driven approaches that enhance overall operations. Once recruited, the consumer affairs manager will assist with reviewing and providing feedback on policies and procedures, and also provide advice on communications strategies.

An important part of transforming systems of care to promote recovery and resiliency is the involvement of people with lived experience in all aspects of the system – from policy to provision of peer support and consumer run programs. With the support of the chief clinical officer and staff from network development and quality management, the consumer affairs manager position will identify where peer services and consumer-run programs can be implemented or improved. It is always a challenge to obtain "real" integration of peers into the service delivery system. The stigma related to behavioral health conditions, the challenge of orienting professionals to view peers in different roles from their client relationships, and the emerging nature of best practice peer-run programs require special focus and support. Peer specialists can be very helpful in various roles, from working in mobile crisis teams and emergency departments, and providing Wellness Recovery Action Plans and other interventions, to helping people with motivation and recovery. By including a peer manager on the management team of the BHO, other individuals with behavioral health conditions are able to experience the hope of recovery.

The active involvement of people with lived experience on advisory boards and local committees is a long tradition with the partners. For example, in Cowlitz County, the Mental Health Advisory Board invited providers and people in recovery from SUD to meetings as a means of collaborating and focusing on integrated care. Furthermore, current Cowlitz County provider contracts require the use of peers as part of the treatment team within all levels of care for mental health services, a practice that will be extended under Great Rivers BHO. Most of the county partners who participate in developing their strategic plans on SUD conditions have traditionally included the mental health community in their discussions. As mentioned in

Item 47, the Great Rivers BHO Advisory Board will integrate mental health and SUD and include people in recovery from SUD and their family members.

Great Rivers BHO will also monitor treatment plans and documentation to assess if these reflect the person's or family's goals, using their words, and that treatment plans are signed by adults and/or a family member or guardian for minors. As noted in Item (3), *Behavioral health organization – contracting process*, the value-based purchasing approach will incentivize providers to offer evidence-based practices and services that promote recovery and resiliency, key values of Great Rivers BHO.

(47) Counties may create alcoholism and other drug addiction board – generally.

Great Rivers BHO will develop an advisory board no later than February 2016, following the hiring of a CEO, projected for January 2016. The advisory board will have an integrated mental health and SUD focus to support improvements in integrated care. The advisory board will conform to the membership requirements specified in the BHO contracts and include interested members of the existing Grays Harbor RSN and Timberlands RSN advisory boards, the current Cowlitz County Mental Health Advisory Board and Substance Abuse Advisory Committee, and former BHO Taskforce (which was specifically established to provide input on the development of the BHO through September 2015). Tribal representatives from the Chehalis Confederated, Shoalwater Bay and Cowlitz Tribes, as well as the Quinault Nation, will also be invited to participate. The governing board will determine the membership of the advisory board. Due to the large and rural nature of the Great Rivers BHO, local advisory committees may continue. All current members of the Grays Harbor and Timberlands RSNs, and the Cowlitz County Mental Health Advisory Board and Substance Abuse Advisory Committee will be invited to continue with the local advisory committees, which also will have an integrated focus on mental health and SUD, except where WAC requirements dictate specific committees and planning structures. When this occurs, Great Rivers BHO will invite participants to present recommendations related to local planning that impacts the operations of services for consumers and families served by Great Rivers BHO. The advisory board and local advisory committees may establish work groups to focus on specific services or conditions based on the by-laws created by the new advisory board and approved by the governing board. Until the new advisory board is established in February 2016, the current Grays Harbor and Timberlands RSNs advisory boards, and the relevant Cowlitz County advisory groups will continue to advise RSN and county staff on the new BHO. Local committees and work groups may be supported by the partner counties through agreements with Great Rivers BHO. In addition, there are local groups, such as the Lewis County Mental Health Coalition, that meet monthly and focus on a broad array of health and human services issues. Great Rivers BHO will incorporate information from these meetings through their county partners, meeting minutes, and overlapping membership.

(245) Information requirements – enrollees.

The Communications Work Group was initiated by the Great Rivers BHO Planning Committee in July 2015 and is comprised of staff and senior officials from the counties/RSNs. This work group is developing a Communications Plan for enrollees, providers, and stakeholders to offer standard information across all the local systems of care that compose Great Rivers BHO. The work group's purpose is to assume the leadership role for communications related to the development and implementation of the BHO until staff performing this function are recruited, hired (between January and March 2016), and oriented to all operations of Great Rivers BHO and its county partners. The key tasks of the work group related to enrollee information include:

- Continuous identification of communication needs,
- Identification and prioritization of enrollee communication needs,
- Identification and development of communication templates for all written communications to enrollees,
- Production of communications materials, and
- Implementation of a continuous assessment of needs and stakeholder identification.

Communications Products: The Communications Work Group, under the auspices of the Steering Committee and utilizing Timberlands RSN as the fiduciary agent, engaged a consultant to prepare a logo and develop consistent images, colors, and a brand to identify Great Rivers BHO. The design will be used on all stationary, letterhead, brochures, presentations, and the BHO's website, as well as internal documents, such as policies and procedures.

Another contractor will set up the Great Rivers BHO website using the logo and brand materials. The Great Rivers BHO website will be operational in January 2016 and will have specific information for enrollees (and other stakeholders) posted. Grays Harbor RSN and Timberlands RSN will maintain their websites for a period of time to address any lag in information on their operations, as well as provide standardized information on Great Rivers BHO, including maintenance of current services and accessing services.

Direct Written Communications with Enrollees: A letter will be mailed to all enrollees by early March 2016 to apprise them of Great Rivers BHO operations and access to services and their rights. This same information will also be available as handouts at all contracted provider sites, including SUD providers. The Communications Work Group has already drafted a template for notifications of enrollees and will incorporate the input of people with lived behavioral health experience, including SUD. Great Rivers BHO expects a seamless transition for enrollees and their families, who will still access services by contacting providers directly. Authorization of care will occur between providers and Great Rivers BHO.

Advisory Group and Other Local Stakeholder Presentations: The Communications Work Group will also develop standard presentations using the logo and design for use by the Great Rivers BHO Advisory Board and for local advisory meetings, committees, and other stakeholder groups. The presentations and a set of questions and answers (Q&A) will be posted on the website to assist enrollees. Great Rivers BHO will also conduct presentations for enrollees and their families in collaboration with their county partners at local sites. These presentations will be held in February and April 2016. Providers will also be invited to participate in these presentations to ensure they have the same information as enrollees. (Please note that separate orientation and training session on Great Rivers BHO policies and procedures will be held for providers.) There are a wealth of local partner community meetings where this information will be shared.

Stakeholders, Providers and Allied Systems: The Communications Work Group will also develop standard presentations using the logo and design for use at the Great Rivers BHO Advisory Board, and for local advisory meetings, committees, and other stakeholder groups. The presentation and a set of Questions and Answers (Q&A) will be posted on the website to assist enrollees. Great Rivers BHO will also conduct presentation for enrollees and their families in collaboration with their county partners at local sites. These presentations will be held in February and April 2016. Providers will also be invited to participate in these presentations in order for them to have the same information as enrollees. (Please note that separate orientation and training session on Great Rivers BHO policies and procedures will be held for providers.)

Provider Information and Allied System Partners: The Provider Network Work Group began meeting with all providers in various locations in August 2015 to outline the roles and responsibilities of Great Rivers BHO through various meetings of the Grays Harbor/ Cowlitz RSN and the Timberlands RSN and their county partners. Going forward, once the materials (brochures, PowerPoint presentations, and other documents) prepared by the Communications Work Group are completed (expected by January 2016), they will be shared electronically and as handouts in a series of meetings that Great Rivers BHO will conduct to inform providers and allied system partners about accessing services. For the most part, the goal is to have a seamless transition in terms of accessing services. The Great Rivers BHO website will also have a "For Providers" section with electronic access to the Provider Manual, which will provide specific information for providers. In addition, Great Rivers BHO will use the contracting and the negotiation process as a way to educate providers on BHO requirements.

To ensure successful engagement of SUD providers transitioning into managed care with Great Rivers BHO, strategy sessions for orienting and training these providers on BHO functions and operations will be held beginning in November 2016. Provider orientation and training topics will include, but not be limited to: an introduction to Great Rivers BHO; information on

managed care functions and processes, how to obtain an authorization, documentation requirements, and billing requirements; and training on grievances and appeals, fraud and abuse, reporting and monitoring, and quality improvement strategies. Provider training will be held throughout the region at multiple times to accommodate all providers, including mental health providers and any new providers to Great Rivers BHO, in addition to SUD providers.

5

Network Analysis and Development Plan

(273) Delivery Network

1. Delivery Network: The current networks of Grays Harbors/Cowlitz RSN and Timberlands RSN, combined with out-of-region providers will be sufficient to provide adequate access to all covered services for Great Rivers BHO. Great Rivers BHO will monitor timeliness of services (emergent, urgent and routine) and the occurrence of initial psychiatric inpatient reviews within 12 hours from request to determine the need for additional service capacity, as well as other standardized reports on the quality and effectiveness of services. With a broader geographical region and more providers, Great Rivers BHO will have more capability to provide second opinions and consultation. Out-of-network providers will also complement the network when there is a specialized need that cannot be addressed within the network.

a. **Preliminary gap analysis:** Great Rivers BHO covers a large rural area. Consequently, there are challenges in the recruitment of providers. The Provider Network Work Group and the Steering Committee are meeting with current and potential new providers to increase access to services within the region.
   - **SUD Gaps:** As previously described in Item (19), *Comprehensive program of treatment* (SUD), there are gaps in detox, specialized programs for pregnant women with SUD, residential treatment, supported housing, and MAT within the region. Great Rivers BHO and its capitated providers must refer consumer/enrollees to providers outside the region for these services.
   - **Mental Health Gaps:** Preliminary analysis indicates that there are areas within the BHO region without adequate inpatient treatment and supported housing options. Similar gaps for rehabilitation services such as day support and peer support are also present.
   - **For both SUD and mental health**, the Provider Network Development Plan, currently under development by the Provider Network Work Group, will address specific expansion needs and will be completed by February 2016.

b. **Written agreements:** The Provider Network Work Group is reviewing the current policies and procedures of the two partner RSNs and preparing a final integrated set, as well as updating the provider network manual. The Operations Work Group is finalizing the standard contract language. The two work groups will review the scopes of work and determine the clinical and financing approach for each provider contract. The work groups anticipate developing very similar contracts for the first year of operation to

promote stability among the provider community and transition of care for consumers/enrollees, with the exception of SUD contracts that may require adjustments to stabilize providers that are experiencing financial challenges related to historical underfunding. A standard contract template will be utilized that addresses all the DSHS contract requirements specified in the DRAFT PIHP contract, Section 8.

c. **Anticipated Medicaid enrollment, expected utilization, provider requirements (3 and type), provider capacity, and location and physical access.** Great Rivers is in the process of assessing the need for providers by identifying the number of Medicaid eligible children, adolescents, adults, older adults, and special population within Cowlitz, Grays Harbor, Lewis, Wahkiakum, and Pacific counties and comparing it to the number of Medicaid eligible consumers currently receiving services from current network of providers. The overall process involves estimating client needs, the available capacity, and access to culturally competent service models and levels of care required by consumers/enrollees.

The network analysis process is data driven. Great Rivers BHO will use the projected 2016 Medicaid enrollment figures for the development of the rates to identify potential eligibles and expected utilization, as well as penetration rates from previous years. For mental health, this represents a 2.6% enrollment trend (increase) for Grays Harbor RSN and a 3.9% enrollment trend for Timberlands RSN. In 2014, Timberlands RSN had a mental health penetration rate of 11%. Grays Harbor RSN had a penetration rate of 8%, which is a 3% decrease from 2014. The number of individuals eligible for Medicaid increased by 13% for Timberlands RSN and by 48% for Grays Harbor RSN in 2014 due to the state of Washington's implementation of Medicaid expansion. While 2013 data was not available for Cowlitz County (which was part of SWBH through June 2015), in 2014, the Medicaid mental health penetration rate for just Cowlitz County was 11.8%.

For SUD services, the projected utilization is based on current utilization and trends provided in the Chemical Dependency Services Data Book by DSHS. This approach describes how Great Rivers BHO will identify the total population that will be eligible for Medicaid and the likely state-funded population that will use mental health and SUD services. To address network sufficiency and access, Great Rivers BHO will also look at its internal reports on geographic access and timeliness of services, grievance and appeals, and other quality data, as well as information from its advisory groups, QAPI committee and other stakeholder information.

In addition to population data and penetration rates, Great Rivers BHO will determine the services needed by individuals and families. The approach that will be utilized is two-fold: 1) a population-based approach that identifies the characteristics and percentages

of the population that can benefit from specific evidence-based practices (e.g., 4.3% of the population with serious mental illnesses will likely need PACT[2]); and, 2) specific service needs identified through the BHO's care management, utilization management, and quality management activities and the timeliness of services provided. The treatment planning process will also identify service needs and can be used for short- and long-term network planning. Over time, if an individual is not meeting treatment team goals while receiving a specific level of care, the CM/UM team and providers will begin to identify the appropriate services. While tracking the findings from research about services needs for populations and individual needs, Great Rivers BHO will identify service system gaps and have information to guide network development.

Cultural considerations: Great Rivers BHO and its contracted providers are encouraged to hire bi-lingual, bi-cultural staff that reflect the population of its counties, and provide research-based practices that are attuned to different cultures. Spanish is the most predominantly spoken non-English language in the region. Great Rivers will maintain availability of translated documents and provide these documents to the BHAs for distribution. The BHO will include information on its website for consumers/enrollees to access a translated copy of the Washington Medicaid Mental Health Benefits Booklet's section entitled "Your Rights as a Person Receiving Medicaid Mental Health Services" in each of the DSHS-prevalent languages. Great Rivers will post and require its providers to post a multilingual notice in each of the DSHS prevalent languages, which advises consumers/enrollees that information is available in other languages and how to access this information. The BHO will work with its county partners and provider network to offer training on the predominant cultures in the region, including Native American / American Indian and specifically the various cultures and best practices that fit the needs of its Spanish-speaking residents. Interpreters will also be available.

d. **Providers who can meet the need of pregnant women with a substance use disorder.** The DAPC provides these services for Cowlitz County. Great Rivers plans to expand these services region-wide and, where specialized services do not currently exist, will wrap services around women with substance use disorders to address their specific needs, or access services outside the region until full coverage is available in the region.

e. **Referrals from corrections and drug courts:** As described in response to Item (48), *Criminal justice treatment account*, Great Rivers BHO has a variety of programs that can address the needs of individuals who have either been referred through the Department of Corrections, drug courts, or identified through activities funded by the Criminal

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[2] Gary S. Cuddeback, PhD, John P. Morrissey, PhD., and Piper S. Meyer PhD. How many assertive community treatment teams do we need? *Psychiatric Services.* December 2006, Vol.57, No.12.

Justice Treatment Account. In addition to the CJTA funds, the provider network routinely addresses the needs of individuals involved with the criminal justice system through other funding sources, including state and federal funds and Medicaid funds when the person is not incarcerated.

2. Current and Pending Contract Provider BHA List: A list of these providers is included in Attachment 3.

(279) Documentation of adequate capacity and services.

The Operations Work Group is determining the best approach to report on network sufficiency, incorporating the SUD provider network. Current capacity to develop reports exists within the partners as demonstrated by the 2015 mental health provider adequacy report prepared by Timberlands RSN, which is included in Attachment 4. Grays Harbor RSN prepared a similar report.

(50) Opiate substitution treatment – program certification by department, department duties – definition of opiate substitution treatment

Consistent with RCW *70.96A.410*, the certification of an opiate substitution treatment (OST) program requires DSHS to consult with the county legislative authorities in the area and the city legislative authority in any city in which an applicant proposes to locate a program. The applicant must address a variety of considerations such as land use, size of the population, and availability. Each of the county partners has worked with their current RSNs to expand access to OST with varying success, mostly due to the stigma associated with substance use and locating methadone programs in areas close to public access. While Grays Harbor RSN has been successful in developing a robust OST program within its county, other county partners have had to provide transportation to out-of-area programs, which is more costly than the treatment.

As defined in the PIHP contract, OST means provision of treatment services and medication management (methadone, etc.) to individuals addicted to opiates. With the advances and more recent use of medication assisted treatment therapies (MAT), as approved by the FDA for alcohol and opioid dependence, there is a broader array of medications for implementation of MAT that can be provided in a physician's office, thereby decreasing stigma.[3]

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[3] Substance Abuse Mental Health Services Administration. SAMHSA Opioid Overdose Toolkit. HHS Publication NO. (SMA) 14-4742. First printed 2013. Revised 2014. Accessed October 1 2015, at http://store.samhsa.gov/shin/content//SMA14-4742/Overdose_Toolkit.pdf.

The Great Rivers BHO county partners have each worked to increase access to MAT. However, identifying physician prescribers and addressing regulatory requirements have been challenging, although some options to offer MAT are developing. A fuller description of these efforts is identified in Item (19), *Comprehensive program of treatment*.

(275) Out-of-network services.

Great Rivers BHO will assure the provision of services and coordination of payment for out-of-network medically necessary services, authorized through its care management process. If the BHA serving the enrollee has a full risk contract, that provider is responsible for appropriate contracting and for payment as part of the contract. When the provider has a non-risk contract, that provider will work with the Great Rivers BHO care management team to arrange for and authorize an alternative service. The services may include out-of-network services needed in connection with specialist consultations, second opinions, interpreters, or direct services that are part of the Medicaid State Plan. The provider shall document all out-of-network services provided in the medical record as well as in their payment records.

Great Rivers BHO will monitor out-of-network services arranged and paid for by providers as part of its annual contract monitoring and through review of its utilization and payment records for all contracted interpreters, specialists, and others reported to have provided services on behalf of Great Rivers BHO enrollees.

(174) Behavioral Health organizations – agreements with city and county jails.

Great Rivers BHO partners have MOUs or contracts with the city and county jails listed below for the provision of mental health services (these documents can be found in Attachment 5). These agreements/contracts focus on the delivery and coordination of services for individuals in jails. Great Rivers BHO will adopt any current MOUs in collaboration with each county partner and amend them to incorporate changes. Prior to April 1, 2016, Great Rivers BHO will amend contracts that are currently in place. Appropriate information on accessing services (if there are any procedural changes) will be shared as well as any new DSHS contract requirements needed for BHO oversight.

- Cowlitz County
  - Cowlitz County Jail
- Grays Harbor/Cowlitz RSN
  - Aberdeen and Hoquiam City Jails
  - Grays Harbor County Jail
- Timberlands RSN
  - Lewis County Jail
  - Wahkiakum County Jail
  - Pacific County Jail

(158) Children's Mental Health Services – children's access to care standards and benefit package.

As described in Chapter 1, General and Overall Transition Plan, Great Rivers BHO will comprise five counties: Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum. The Wraparound with Intensive Services (WISe) fiscal year (FY) 2016 monthly capacity goal for Grays Harbor RSN and Timberlands RSN is listed in the table below, along with a summary of total capacity for Great Rivers BHO.

(287) Contracts with providers.

A list of all current Great Rivers BHO providers is included in Attachment 3, Current and Pending Contract Provider List. In addition to that list, Great Rivers BHO is considering procurement of services with American Behavioral Systems for a portion of the 16 sub-acute detox beds that will be located in Lewis County, once built. Great Rivers BHO will continue all existing contracts of its partners effective April 1, 2016, and expand services as described in Item (273), *Delivery network*. The table below outlines Great Rivers BHO providers by ASAM levels of care.

Great Rivers BHO County Providers by ASAM Levels of Care						
	ASAM Levels of Care					
Providers	**Level 1** Outpatient Services.1	**Level 2** Intensive Outpatient Services	**Level 3.1** Clinically Managed, Low Intensity Residential Services	**Level 3.3** Clinically Managed, Population Specific, High Intensity, Residential Services	**Level 3.5** Clinically Managed, Medium Intensity Residential Services	**Level 3.2** WM Clinically Managed Residential Withdrawal Mgt. (Detox Services)
A First Place	X	X				
A New Safe Haven	X	X				
Awakenings	X	X				
Columbia Wellness (will be applying for SUD licensure)	X	X				
Cowlitz Tribal Treatment *(Youth)*	X	X				
Family Health Center *(FQHC)* / Drug Abuse Prevention Center (DAPC) SUD	X	X				

Great Rivers BHO County Providers by ASAM Levels of Care						
	ASAM Levels of Care					
Providers	**Level 1** Outpatient Services.1	**Level 2** Intensive Outpatient Services	**Level 3.1** Clinically Managed, Low Intensity Residential Services	**Level 3.3** Clinically Managed, Population Specific, High Intensity, Residential Services	**Level 3.5** Clinically Managed, Medium Intensity Residential Services	**Level 3.2** WM Clinically Managed Residential Withdrawal Mgt. (Detox Services)
Educational Service District (ESD) 113 *(Youth)*	X	X				
Evergreen Treatment (MAT) Sea Mar *(FQHC)*	X	X				
Cascade Mental Health/Eugenia Center Fresh Start *(Youth)*	X	X				
Willipa Behavioral Health	X	X				
Wahkiakum County Health & Human Services	X	X				
Cowlitz 21 bed unit DAPC PPW/PCAP *This is a Recovery House only*	X (women)	X (women)				
American Behavioral Systems (building a 16 bed Medicaid detox facility in Lewis County)						X

Great Rivers BHO County Providers by ASAM Levels of Care						
	ASAM Levels of Care					
Providers	**Level 1** Outpatient Services.1	**Level 2** Intensive Outpatient Services	**Level 3.1** Clinically Managed, Low Intensity Residential Services	**Level 3.3** Clinically Managed, Population Specific, High Intensity, Residential Services	**Level 3.5** Clinically Managed, Medium Intensity Residential Services	**Level 3.2** WM Clinically Managed Residential Withdrawal Mgt. (Detox Services)
St. Johns Hospital						X Detox for medically complex only
Cowlitz 16 bed Castle Rock DAPC adult (actually, 42 bed space based on IMD changes)			X			
Cowlitz 16 Bed DAPC in Longview PPW			X			
Metropolitan Development Council – Tacoma Detox Center						X

Great Rivers BHO WISe Capacity Goals

Entity	FY 2016				FY 2017				FY 2018			
	START OF Q1 [Jul. 2015]	START OF Q2 [Oct. 2015]	START OF Q3 [Jan. 2016]	START OF Q4 [Apr. 2016]	START OF Q1 [Jul. 2016]	START OF Q2 [Oct. 2016]	START OF Q3 [Jan. 2017]	START OF Q4 [Apr. 2017]	START OF Q1 [Jul. 2017]	START OF Q2 [Oct. 2017]	START OF Q3 [Jan. 2018]	START OF Q4 [Apr. 2018]
Grays Harbor-Cowlitz	20	40	50	50	60	60	90	90	90	90	130	130
Timberland	0	0	20	20	20	20	40	40	40	40	70	70
Total Great Rivers BHO	20	4040	7070	7070	8080	8080	130130	130130	130130	130130	200200	200200

WISe team operations include a wraparound approach to assist youth and their families. Great Rivers BHO is designing the program to be consistent with the WISe manual. WISe Team members are trained to demonstrate a high level of flexibility and accessibility by working at times and locations that ensure meaningful participation of family members, youth and natural supports, including evenings and weekends. WISe also provides access to crisis response 24 hours a day, seven days a week, by individuals who know the youth and family's needs and circumstances, as well as their current crisis plans. The service array will include the required intensive care coordination, intensive treatment and support services, and crisis outreach services, provided in home and community settings, based on the individuals' needs and the developed plan.

Currently, Grays Harbor/Cowlitz RSN has a contract for the provision of up to three WISe teams serving a total of 30 youth up to age 21, who are Medicaid-eligible and have complex behavioral health needs. In Cowlitz County, there are currently two WISe teams that provide intervention to 14 youth/families who meet the eligibility criteria and voluntarily accepted WISe services. Grays Harbor County has a children's high-intensity treatment team in place that serves 20 youth and families. This contract is designed to lay the groundwork for launching WISe services in Grays Harbor County. Planning is underway for the Grays Harbor County high intensity team to transition into fidelity WISe services by the end of February 2016. In both Grays Harbor and Cowlitz counties, there are referral and screening processes in place to provide this important intervention to potentially avoid and reduce costly and disruptive out-of-home placements. The referral and screening process will be integrated into Great Rivers BHO operations effective April 1, 2016. During the interim period, Grays Harbor/Cowlitz RSN will manage the referral and screening process and expansion for these two counties.

Timberlands RSN has focused its clinical performance improvement project on children's services, completing a study of utilization, reviewing the use of the CA/LOCUS, and conducting extensive analysis to determine the population that would most benefit from WISe services. Staff from the RSN have conducted extensive training of BHAs on use of the CA/LOCUS and identifying youth for the WISe program. WISe teams have completed initial training for care coordinators and training for the WISe therapists is underway. Youth and family advocates are also being recruited for education and training for WISe team participation. The goal for Timberlands RSN is to begin serving 20 youth and their families with WISe services in January 2016.

The development of Family Youth System Partner Round Table (FYSPRT) responsibilities is underway both at the local and regional levels to help foster development of the WISe program and provide information to all child-serving partners that would likely identify youth and families who would benefit from these services. The two RSNs (Grays Harbor/Cowlitz and Timberlands) are relying on a joint provider network analysis, community partner collaboration,

and capacity expansion for these services as a part of current RSN and future BHO responsibilities. The network plan for Great Rivers BHO will address the expansion of WISe within all five counties so that youth and families with medical necessity for high-intensity services are ensured access. The utilization management of services for children and youth will especially target prevention of out-of-home placements and reliance on WISe services for families within their homes. The management of SUD services is also expected to identify youth with co-occurring conditions who would benefit from wraparound and intensive home-based interventions. As a result of these ongoing activities, the partners believe the current extra capacity will be needed by January 2017 and additional capacity will be developed to address the needs of youth and families.

6

Staffing and Workforce Analysis and Development Plan

Personnel

The organizational structure of Great Rivers BHO will include an executive management team responsible the following activities:

- Supports a qualified and responsive provider network,
- Provides effective care management and utilization management,
- Includes consumers' input on its operations through a Consumer Affairs Office,
- Operations of a continuous quality improvement program,
- Uses information technology (IT) solutions to support the clinical and administrative operations, and
- Manages the efficient use of resources.

The draft organizational models have an executive management team that includes a CEO, a medical director, a chief clinical officer (CCO), and a chief operating officer (COO). Executive management will also include a chief integration officer to focus on the integration of BH services and physical health care. Clinical managers, who will oversee care management/utilization management (CM/UM), as well as managers for provider network, SUD services, consumer affairs, finance/accounting, information technology, and human resources are also in the planning and recruitment phases.

It should be noted that the partners' current staffing level cannot address all the requirements of the new BHO and the incorporation of SUD service management. Consequently, with the integration of these functions within a broader region, additional resources will be made available to carry out the BHO functions. Staff recruitment will occur between January and April 1, 2016. Most of the current RSN staff performing the various work group functions will be hired to promote continuity. The organizational chart for Great Rivers is included as Attachment 1, Organization Chart and provides projected staffing detail.

In addition to the governing board, advisory boards (described later in this Plan), and executive management, Great Rivers BHO will have the following committees to shape its operations:

- Cross Functional Management Committee to provide oversight of key initiatives and cross functional projects;
- A Quality Improvement Committee, co-chaired by the quality improvement manager and the clinical/medical directors, whose members include the Ombuds and other stakeholders as required by DSHS contracts;
- A Compliance Committee that addresses fraud and abuse and other compliance matters;
- A Utilization Management Committee that reviews service utilization, identifies service trends and needs, and oversee the activities of Great Rivers BHO care managers;
- A Credentialing Committee chaired by the medical director; and
- A Provider Advisory Committee to provide input on provider operations, policies and procedures, provider training needs, and network expansion.
- A Health and Human Services Directors Advisory Committee made up of all five counties' health and human services directors to help coordinate public health, corrections, and other programs through 1/10 of 1% funding as part of the total approach to behavioral health for the region.

Other ad hoc committees will occur as needed. In addition, Great Rivers BHO staff will provide linkage with regional and local community stakeholder groups, as needed and as described in other sections of the Detailed Plan. It is important to note that the Great Rivers BHO Advisory Board will review and recommend policies, plans, and budgets to the governing board.

Regional operations: Great Rivers BHO is in the process of identifying potential office sites in the Chehalis/Centralia area for its regional operations, which will include all administrative functions (finance, human resources, information technology, legal, and management services such as provider contracting) and the following clinical operations: oversight of all medical management/clinical policies and procedures for care management/utilization management (CM/UM), quality management, and provider network services and credentialing for mental health and substance use services. These functions also include oversight of compliance with DSHS and federal requirements. Great Rivers BHO will continue the subcontracts for some of the CM/UM activities with Behavioral Healthcare Options, Inc. in Nevada for an interim period of eight (8) to 14 months. These contracts will include CM/UM for routine mental health and substance use services and will allow Great Rivers BHO to develop an internal capacity for CM/UM of SUD services and recruitment of chemical dependency professionals (CDPs) and other experienced SUD quality improvement and network staff, without creating a brain drain of current substance use treatment provider staff.

Local operations: Great Rivers BHO will include care managers to perform intensive care management for individuals with high needs and coordination with local resources (first responders, jails, facilities, providers and similar resources) as well as provider

relations/network development staff to work on the design of local systems of care and assist with quality improvement activities organized regionally.

Training

The Operations Work Group is preparing an Orientation and Training Manual and a Training Plan based on the current approaches in use by the partners. The orientation component will include basic information about Great Rivers BHO inclusive of a standard set of training on areas such as, but not limited to policies and procedures, HIPAA, use of the IT system, sexual harassment, and cultural competence, as well as specialized training based on the roles of various positions. For example, new care managers will have an orientation that includes the specific CM tasks, training on the policies and procedures for CM, and shadow existing CM staff for a period of one to two weeks, depending on their experience and knowledge of the BHO functions. This approach will be used for all staff.

Ongoing training will include: updates on all policies and procedures, training on evidence-based practices, cultural diversity and application of best practices/evidence-based practices with diverse cultures, training provided in collaboration with the tribes, and training topics related to HIPAA requirements, member services, data management and using data to manage, and DSHS contract requirements. To prepare staff and providers on the use of ASAM criteria and DSM-5 for SUD, specific training sessions will be held between January and March 1, 2016. Follow up training on ASAM and DSM-5 will occur throughout the year. Whenever feasible, Great Rivers BHO will combine training for staff and providers related to these areas. Great Rivers BHO will also fund staff to participate in external training that support professional certifications and licenses, and broadens their capabilities to support Great Rivers BHO operations.

Ombuds

(175) Mental health Ombuds office.

Grays Harbor/Cowlitz RSN contracts with two individuals for Ombuds services and Timberlands RSN contracts with another individual. One of the Ombuds staff has experience with SUD. Great Rivers BHO intends to maintain contracts with each of these individuals as a means of covering the wide geographic spread of the region and expand the contracts to include either more time or another individual to assist with SUD, if needed, based on the number of grievances and the workload of the individual Ombuds. Great Rivers BHO will orient the Ombuds to the SUD covered services under the BHO contracts and train them as needed on the covered benefits, the service modalities, providers offering various services, and how to recognize signs of SUD. The training curriculum will also include a refresher of their training on grievances and appeals to be consistent with Great Rivers BHO policies and procedures as well as federal and state requirements.

The current Ombuds staff are very experienced persons with lived experience (e.g., family members or persons in recovery) and both RSNs are very satisfied with their work. The Ombuds will coordinate work with quality improvement staff assigned to the same geographic area within Great Rivers BHO and with the independent quality review teams. The Ombuds shall have independent decision-making responsibilities to include all investigation activities, findings, recommendations, and reports, and provide reports (maintaining confidentiality related to consumer issues) to the Quality Improvement Committee, the Great Rivers BHO Advisory Committee, the Great Rivers BHO Governing Board, and other stakeholders. The Ombuds staff will also have direct access to senior managers, including the CEO, should any issues arise that the Ombuds staff believe requires that level of intervention.

7

Financial and Administrative Plan

(3) Behavioral health organizations – contracting process.

Great Rivers BHO will provide all services and deliverables under the DSHS contract, consistent with the BHO-DSHS contractual requirements. Provider contracting is not a new function for Great Rivers BHO due to the historical contracting activities of the partners that compose the new BHO. While contracting for SUD is a new function for Great Rivers BHO, the expertise within the partners will enable staff to execute contracts that address federal, state and local requirements. Great Rivers BHO will contract with a qualified network of providers, including all current mental health and SUD providers. In addition, Great Rivers BHO is in discussions with new and existing providers to expand SUD services in order to cover the ASAM levels of care within its boundaries, whenever possible.

Great Rivers BHO will likely use cost reimbursement and block grant funding arrangements initially to assist SUD providers with maintaining financial stability, and a mix of payment methods that deliver the best outcome for the mental health program. Not all contractors currently report encounter data, but the contracts will be constructed to obtain generalized utilization data and the SUD agency costs of performing contracted services. Great Rivers BHO is in the process of analyzing all current SUD contracts and developing an estimated cost per hour. Over time, Great Rivers BHO would like to develop an array of compensation methods to promote efficiency, incentivize performance or outcomes, and/or implement fidelity evidenced-based practices. Such methods may include fee for service models, cost plus incentive arrangements, block grants with incentives for specific objectives, or tiered case-rate designs.

The Great Rivers BHO hiring strategy includes recruitment of county personnel currently providing the SUD contract administration and oversight to provide continuity. As RSNs, the contracting strategy for mental health services was primarily through capitated contracts with the provider network. Great Rivers BHO would like to implement more strategic value-based purchasing (VBP) approaches following April 1, 2016.

In addition to a financing model that incentivizes VBP, the current state contracts also have specific requirements related to referrals to primary care physicians for suspected or identified physical health care problems, along with referring members to a primary care physician when they do not have one. Great Rivers BHO will accomplish this through a combined approach of

assigning a BHO care manager to enrollees needing physical healthcare coordination and implementing provider contract requirements to assist in integrated care coordination. These strategies will be used in the BHO program for both mental health and SUD providers. For any incentives that involve physicians, Great Rivers BHO will manage these incentives in compliance with federal requirements.

Great Rivers BHO's Value-Based Purchasing Philosophy

Although capitation has strong financial incentives, the partners' current contracts only capitate a limited set of a Medicaid beneficiary's overall cost of care. In the future, Great Rivers BHO will use value-based purchasing (VBP) as a way to improve quality and outcomes, and reduce costs from a more holistic perspective. It is well documented that people with serious mental illness die twenty-five (25) years younger than the average person. Eighty seven percent (87%) of years lost are due to medical illness, especially infectious, pulmonary and cardiovascular diseases, and diabetes; people with SUD conditions also have a unique set of physical health conditions.

Great Rivers BHO will look beyond just the services in our DSHS contract to how the BHO can work to improve the overall health of the individuals we serve, who often have complex health and behavioral health conditions. The VBP strategies plan to include incentives for integrated treatment plans, tobacco cessation, screening/monitoring for diabetes, and prevention strategies for tuberculosis and diseases associated with metabolic syndromes. For people with SUD, the impacts on health of the individual, infants of pregnant mothers, and the abuse and neglect of children require a special integration focus. Thus, the focus for this population will include targeting co-occurring addiction and common physical illnesses associated with SUD (e.g., tuberculosis, cardiovascular disease, stroke, cancer, HIV/AIDS, hepatitis, and lung disease), as well as emphasize the importance of prenatal care/treatment intervention, smoking cessation, and withdrawal management. In addition, VBP will be used to focus on specific behavioral health-related outcomes that have been identified as high priority through the DSHS contract and/or regional performance measures.

Future Value-Based Purchasing Strategies

It is important to acknowledge that different providers have different operational capabilities, membership volume, and contracted services. All of these factors play an important role in the type of VBP contracting that will work for the provider. Therefore, Great Rivers BHO is in the process of identifying strategies to be used and, as such, proposes potential strategies that will be refined and developed starting in Year 2. Great Rivers BHO will have a multi-year strategy to increase the percentage of contracts that are driven by value-based purchasing, as outlined in the table, below.

VBP Strategy	Brief Description	Considerations
Capitation	An actuarially sound, single per member per month payment for all services within the provider's contract.	• Provider must be able to take financial risk. • Risk corridors need consideration. • Assessing negative consequences such as avoiding members with higher risk or complex conditions. • Outcome measures must be included with decision on whether performance bonuses are made out of the capitation. • Must have volume to spread risk.
Evidence-Based Practice (EBP) Certification and/or High Fidelity	A provider group is eligible to receive additional payments for delivery of EBP services that meet certification and/or fidelity.	• Provider must have required certifications for EBP, such as Multisystemic Therapy (MST) certification, and/or provider must demonstrate fidelity through external review (could be by external certification/fidelity review body or Great Rivers BHO).
Behavioral Health Accreditation	Accreditation can be for a behavioral health home or a behavioral health organization.	• Requires a provider meet national standards for quality of care. • May consider additional requirements, such as use of Great Rivers BHO practice guidelines. • Can be a one-time bonus or ongoing payment enhancement.
Payment for Coordination	Payments made to providers furnishing care coordination that integrates care between providers and between care systems.	• Payments may be a base for the function and a bonus for outcomes. • Evaluation criteria for effectiveness of coordination must be identified, baseline data gathered, and targets for change determined in advance. • Great Rivers BHO must provide information on inpatient admissions, prescribers, and other utilization data to the coordinating provider to enhance the ability to integrate systems.
Pay for Performance	Providers receive differential payments for meeting or missing performance benchmarks.	• Specified outcome measures identified, baseline data gathered and performance targets determined in advance. • Providers receive bonus payments for meeting or exceeding targets. • Provider may face financial penalties for performance below targets.

VBP Strategy	Brief Description	Considerations
		• Providers and Great Rivers BHO must be able to track progress in real time in order for adjustments to clinical practice to occur to change outcomes.
Shared Savings	Providers receive a portion of savings identified from outcomes on specific performance improvement plans.	• Similar to pay for performance; however, the focus is on sharing the financial savings from a particular strategy. • Focuses on a performance improvement project (PIP) that has been identified at the regional level with performance targets for quality and cost. • Great Rivers BHO and provider must clearly understand the design and implementation for both financial and clinical outcomes. • Factors beyond the control of the provider or Great Rivers BHO may impact the level of savings.

(5) Behavioral health organizations - access to chemical dependency and mental health professionals

The Great Rivers BHO partners have a strong public health care foundation and a commitment to integrated care. As discussed in Item (3) *Behavioral health organizations - contracting process*, Great Rivers BHO's value-based purchasing strategy will provide incentives to improve the overall health of its population and will work with the managed health care systems and primary care practices to promote access and integrated care, wherever possible.

Great Rivers BHO will engage the managed health care systems and primary care practices in its catchment area to promote access to the services of chemical dependency and mental health professionals through contracts, MOUs, or other mechanisms that foster coordination and collaboration.

Current Initiatives: The following existing agreements or arrangements are in place with FQHCs either directly or through their provider networks:

- Cowlitz County funds a pediatric nurse mental health care coordinator at Columbia Wellness to coordinate care for hospitals, mental health services, and pediatrics. Also, the Grays Harbor RSN contract with Sea Mar was expanded to cover Cowlitz County.
- Cowlitz County contracts with the Family Health Center for SUD services, which are integrated with mental health and primary care.

- Cowlitz County contracts with the Cowlitz Tribe, which provides integrated mental health and primary care services.
- Grays Harbor/Cowlitz RSN has a contract with Sea Mar, a federally qualified health center (FQHC). Sea Mar sites in Aberdeen, Ocean Shores, Elma, and Kelso provide physical health, mental health, dental, and SUD services for Medicaid and low-income individuals in single buildings at those locations. Other Sea Mar locations have varying degrees of co-located services.
- In the Timberlands RSN area, Cascade Mental Health has a co- located with Valley View FQHC within their facility where physical health, mental health and SUD services are available. The FQHC funds coordination between two these two agencies. Timberlands RSN funds a half-time person to address high-utilizer integrated care with primary care at Valley View FQHC, which contributes the other half portion of the staff salary.

Managed Health System Plans: Building on this experience, Great Rivers BHO will establish a work plan for contacting the MCOs that:

- Identifies the managed health systems in its catchment area from the pool of MCOs: Amerigroup, Columbia United Providers, Community Health Plan of Washington, Coordinated Care of Washington, Molina HealthCare, and United Healthcare.
- Reaches out to the provider network offices of these plans to discuss contracts for accessing the services of CDPs, MHPs, and designated mental health professionals (DMHPs).
- Reaches out to medical/clinical director staff to address care coordination policies and procedures.
- Executes contracts and/or MOUs with interested parties. The Steering Committee has researched best practice MOUs for this purpose and is currently reviewing an MOU that the state of California is using to promote care coordination between its public behavioral health managed care systems (counties) and health plans.

Primary Care and Public Health: Great Rivers BHO will also work with its contracted provider network and its local county providers to identify primary care practices that may benefit from CDP and MHP contracts. As part of their strategic plans for SUD services and public health, some of the county partners have identified approaches to identify primary care physicians and strategies to collaborate with allied system partners, including health plans. These initiatives involve public health programs to encourage screening for alcohol and drug use and co-occurring mental health issues, as well as projects targeting tobacco cessation and other health risks that would be useful for all individuals served by Great Rivers BHO and the MCOs.

(37) Payment for treatment — Financial ability of patients.

To meet the requirements as specified below in *RCW 70.96A.180* regarding the financial ability of patients, Great Rivers BHO will require its providers to determine financial eligibility at the time services are requested and when services are delivered to determine Medicaid eligibility or the availability of other insurance. The provider will be required to adopt a sliding fee scale for low income non-Medicaid individuals who do not have private insurance, and collect funds as well as bill any private insurance consistent with the following requirements.

Great Rivers BHO will have a policy and procedure, provider manual, and contract language that ensures the following protocols:

- Contracted providers shall determine financial eligibility for patients at the time they present for services and each time services are rendered thereafter. All persons applying for services supported by public funds are screened for financial eligibility.
- Continued financial eligibility is examined each time services are rendered and documented in patient records.
- Contracted providers shall have sliding fee schedules to determine the fees for patients who do not have publicly funded benefits.
- Persons who may be eligible for publicly funded benefits shall be either referred to assistance with application for those benefits or shall have such assistance provided.
- If any service is available free of charge from the contractor to persons who have the ability to pay, the contractor shall ensure the county is not charged for those services.
- If a contracted agency determines that the imposition of a fee on an individual will preclude the low-income eligible patient from continuing treatment, the fee requirement may be waived.
- Each contracted provider shall supply a copy of their agency sliding fee scale to Great Rivers BHO at the time they enter into a contract.
- Financial policies and procedures, contracts, and provider manual instructions shall be written to clearly identify Medicaid as the payer of last resort.

8

Utilization Management Plan

(24) Acceptance for approved treatment.

Great Rivers BHO will subcontract with Behavioral Healthcare Options, Inc. (Options) in Las Vegas, Nevada, for its routine, urgent, and emergent utilization management (UM) activities. Great Rivers BHO will incorporate SUD UM activities into the contract with Options. Options will be used to promote continuity for eight (8) to 14 months and will provide initial authorizations for all Medicaid funded outpatient treatment, ongoing authorizations for routine treatment (requiring authorizations at least annually and whenever the individual's needs or level of care changes), and initial authorizations for inpatient treatment (in consultation with Great Rivers BHO care managers. The Great Rivers BHO care managers will focus on managing continuing care for high risk individuals and those using intensive levels of care, such as repeated inpatient stays, intensive outpatient treatment, Programs for Assertive Community Treatment (PACT), WISe and residential treatment. This will enable Great Rivers BHO care managers to closely manage high intensity, high cost services and work with providers to assure that individuals obtain the services that best meets their needs. The goal is to transition all UM functions to Great Rivers BHO by its second year of operations. The transition process for UM will allow a more dedicated focus on management of SUD services, including the orientation and ongoing support of SUD providers as they become accustomed to a managed care model.

Outpatient Access Process: The access process will be the same for individuals with mental health and SUD conditions. For outpatient services, the individual or family seeking services may contact a behavioral health agency (BHA) in the Great Rivers BHO network or may contact Great Rivers BHO directly for a referrals to a provider. The BHA conducts a brief screening to clarify the request, determine if the individual or family has Medicaid or other insurance coverage for services, and identify any circumstances that would require an expedited assessment (e.g., health and safety issues or current discharge from inpatient services). Service authorization requests are handled electronically. All eligible individuals are offered an intake appointment. The provider schedules an intake assessment within ten (10) business days of the request. If the individual's situation requires an expedited response, an intake assessment will be scheduled as soon as possible, with the intent of making an authorization decision and notifying the enrollee within three (3) days of their request for service. Extensions of these timeframes up to fourteen (14) days may be made when requested by the individual or when additional information is needed and it is in his/or hers best interests. All extension requests must be documented by the provider.

For mental health services, the intake assessment is performed by, or under the supervision of, a mental health professional (MHP) with broad expertise in clinical care, and documented using a Great Rivers BHO approved format, which incorporates state access to care standards (ACS). The intake provides information on functioning across multiple life domains and identifies client and family strengths. The intake results in a diagnosis, (or possibly a determination that there is no diagnosis), a determination of medical necessity, and documentation of fit with ACS. BHA providers will use the LOCUS/CALOCUS for Medicaid-eligible individuals who meet medical necessity to determine the appropriate level of care. Each BHA shall have a process to send the completed request for service authorization to Options (subcontractor). A similar process will be used for SUD services where the BHA relies on a chemical dependency professional (CDP), or an individual under the supervision of a CDP, or other qualified professional, to provide the assessment and determine medical necessity. The CDP will use diagnostic information from DSM-5 and ASAM criteria as specified in the DSHS contracts, and also determine if the individual meets criteria for a priority population for SUD services. Great Rivers BHO will either develop a set of written level of care guidelines for SUD services that are consistent with DSM-5 and ASAM, or adopt those in process of development by a statewide RSN and DBHR work group. A subset of the clinical work group will either write or adopt the guidelines with the assistance of a psychiatrist who is board certified in addictions medicine. These guidelines will be completed by early March 2016 in order to train all Great Rivers BHO and Options staff as well as all providers by April 2016.

Requests for authorization of services are entered and reviewed in the AVATAR system. When the Options care manager processes the authorization, the request will be transmitted to the provider, reflecting the status of the authorization (approved, pended or denied). Great Rivers care managers and BHAs will have the ability to review all pending authorizations and related communications. They will also have the capability to view all of their denied authorizations and the reasons for those denials, which will be clearly identified in the transmissions. Service encounters connected to pending authorizations will be valid in the Great Rivers BHO system; BHAs are empowered to engage consumers in care as expeditiously as the enrollee's health condition requires without concern that such services will not be valid for billing purposes. This system is in place to ensure that procedural or technical delays within the authorization system do not inhibit consumer access to necessary treatment. In the unlikely event the authorization is denied, policies and procedures are in place to assure the appropriate payment reconciliation occurs outside the Medicaid fund system and the enrollee isn't billed.

Communications between the providers and Options are primarily carried out within the AVATAR system. Options requests additional information or clarification on a regular basis. Multiple comments or requests of additional information may be entered into an "Additional Comments" field by Options. The provider may also enter data into this same field to assist care

managers in their decision. The format for these comments is as follows: "Text of the message, date the message was entered and initials of the person making the comments." Upon transmission, the comments are appended to the Existing Comments field, which cannot be edited, providing a permanent record of authorization comments. Authorization decisions are based on clinical review and include current Medicaid eligibility, clinical documentation in support of the most recent mental health access to care standards and level of care criteria, ASAM criteria, and diagnostic information for SUD services. Options will authorize or deny outpatient services within fourteen (14) days of the date the intake evaluation was initiated. Any requests by the client or the provider to extend this timeframe an additional fourteen (14) days must be documented.

Continuing Care Authorizations for Complex Cases and High Intensity Services: Great Rivers BHO will use this same process for authorization of continuing care for complex cases and high intensity services for mental health and SUD treatment, using the Avatar system to communicate decisions. Any decision to deny an enrollee request for State Plan services or to provide them in an amount, duration, or scope that is less than requested will result in a Notice of Action (NOA) to the individual. When the intake or subsequent assessments do not support medical necessity and ACS or ASAM criteria, a NOA will be sent to the individual. Failure to make an authorization decision within required timeframes will also result in Notice of Action to the enrollee. Any denials will be made by a MHP or CDP with appropriate clinical expertise. Complex cases and inpatient treatment denials will be reviewed by the Great Rivers BHO medical director or the Options physicians, depending on circumstances of each case. The NOA will be sent to the enrollee, BHA, and Great Rivers BHO in letter form after concluding a denial for services or if services are limited.

Initial Inpatient Authorizations: For all mental health and SUD inpatient authorizations, the admitting hospital must request the initial authorization following a determination by the local crisis provider. The crisis service provider must evaluate the individual's needs, determine that a less restrictive intervention is not available or appropriate, and confirm that services on an inpatient basis are medically necessary. The crisis service provider then assists the client with securing admission to an appropriate facility. The crisis service provider must provide the facility with the justification for admission. The facility uses this information to obtain authorization from Options and must provide the information on medical necessity, diagnosis, and approval by the professional in charge of the hospital to Options. Denials for inpatient care can only be made by Options and only by a physician. If an individual does not meet medical necessity criteria, presents directly to a hospital and requests admission, and the hospital were to request an authorization without coordinating less restrictive options with crisis services, Options may deny the authorization request. Options handles all required notices for those denials in accordance with Great Rivers BHO policies and procedures. If there is a request for an expedited review, Great Rivers BHO will process all inpatient authorizations in accordance with

the DBHR publication Community Psychiatric Inpatient Instructions. Options must respond to all requests for authorization within two (2) hours and make a determination within 12 hours.

Continuing Stay Inpatient Authorizations: Great Rivers BHO care managers will reauthorize medically necessary inpatient care for mental health and SUD treatment and oversee the discharge planning process to assure that appropriate provider follow-up occurs. The same protocols described above will be followed for denials, Notices of Action, and expedited reviews.

Ongoing Review of Authorization Decisions: To promote inter-rater reliability for care authorization decisions, Great Rivers BHO will use training and review of care management records to determine whether there is consistent application of criteria. Clinical supervisors will review a selection of care management records monthly. Training of care managers on inter-rater reliability using sample cases will occur as part of orientation and training at least every six months. The Great Rivers BHO Quality Review Manager will conduct at least quarterly reviews of a sample of care management records to determine consistency with medical necessity criteria and clinical documentation requirements. All utilization of care, and especially denials, will be reviewed by level of care by the Utilization Management (UM) Committee, co-led by the Great Rivers BHO medical director and chief clinical officer, and held at least quarterly to identify trends. The UM Committee will report findings to the Quality Improvement Committee and the Great Rivers BHO cross-functional management team to address under- and over-utilization of services as well as to identify service gaps. Consultation by care managers with the Great Rivers BHO chief clinical officer, medical director and physician advisors will occur on a daily ad hoc basis related to complex cases, pharmacological management, and medication assisted therapies. Great Rivers BHO has engaged a psychiatrist with board certification in addictions treatment as a physician advisor to consult on SUD treatment issues and will hire at least one care manager with certification as a CDP during the first year of operation. As the UM function is fully integrated into Great Rivers BHO, additional CDPs will be hired. Similar protocols are required of Options for their management of initial authorizations and care management of routine cases.

Access to Care for Non Medicaid Individuals: Great Rivers BHO will use the same intake and authorization process for Medicaid eligible and state and/or federally funded individuals. Management of the non-Medicaid funding and services will focus on the priority populations identified by DSHS, listed below, that do not have an income more than 220% of federal poverty level, are not eligible for Medicaid, do not have other insurance, or cannot meet co-pays or deductibles for the services.

- Highest priority group: pregnant women who use IV drugs, pregnant women, others who use IV drugs, and post-partum women (up to one year).

- Second highest priority group: Parents/legal guardians involved with child protective services; parenting adults; and youth.

Specific criterial to measure the severity of each substance use condition will be assessed using the DSM-5 and ASAM criteria. Those with the most severe symptoms will receive treatment as available. Once the written SUD access to care guidelines are prepared by the DBHR committee and subsequently adopted by Great Rivers BHO, these guidelines will be used to make authorization decisions. When services are not available to non-Medicaid eligible individuals or to others meeting the priority population criteria, referrals to twelve step programs and other community resources will be made.

Great Rivers BHO will train all new mental health providers and all SUD providers on its policies and procedures between January 1 and March 31, 2016 and will outline these requirements in the provider manual under preparation by the Great Rivers BHO Clinical Work Group.

(284) Authorization of services.

As fully described in Item (24) ***Acceptance for approved treatment***, Great Rivers BHO will subcontract with Options for its routine, urgent, and emergent utilization management (UM) activities. Great Rivers BHO will incorporate SUD UM activities into the contract with Options. Options will be used to promote continuity for eight (8) to 14 months and will provide initial authorizations for all Medicaid funded outpatient treatment, ongoing authorizations for routine treatment (requiring authorizations at least annually and whenever the individual's needs or level of care changes), and initial authorizations for inpatient treatment (in consultation with Great Rivers BHO care managers. The Great Rivers BHO care managers will focus on managing continuing care for high risk individuals and those using intensive levels of care, such as repeated inpatient stays, intensive outpatient treatment, Programs for Assertive Community Treatment (PACT), WISe and residential treatment. This will enable Great Rivers BHO care managers to closely manage high intensity, high cost services and work with providers to assure that individuals obtain the services that best meets their needs. The goal is to transition all UM functions to Great Rivers BHO by its second year of operations. The transition process for UM will allow a more dedicated focus on management of SUD services, including the orientation and ongoing support of SUD providers as they become accustomed to a managed care model. It will also allow care management to focus on management of individuals with co-occurring mental health and SUD treatment needs more closely to assure integrated approaches to treatment are in place.

While the SUD utilization management process will mirror the UM system for mental health, it will be expressly tailored to the management of SUD services by ensuring that CDPs or other qualified professionals are involved in the assessment and determination of medical necessity, and that a psychiatrist board certified in addictions medicine is available to consult to

CDPs/care managers on individual cases. As discussed in Item (4), medical necessity will be based on diagnostic information using DSM-5 and ASAM criteria. Great Rivers BHO intends to adopt the access to care standards currently under development by DBHR and the RSNs. If these guidelines are delayed, Great Rivers BHO will work with its clinical team and SUD providers to develop level of care guidelines that will also include the input of individuals in recovery.

9

Quality Assurance Plan

(292) Quality assessment and performance improvement program.

Plan for Quality Assessment and Performance Improvement for SUD Treatment

The Clinical Work Group described in Chapter 1, General and Overall Transition Plan, is responsible for implementation of quality assessment and performance improvement (QAPI) initiatives for substance use disorder (SUD) treatment until the CEO and the quality improvement manager are hired/appointed (as targeted for January–February 2016). Great Rivers BHO will adopt performance domains that are specifically tailored for SUD and that address contractual standards.

Performance improvement is at the core of ensuring that SUDs, like other chronic treatable conditions, are treated appropriately and within acceptable standards of care, including the use of evidence-based practices when appropriate. This can be challenging as substance use often goes unrecognized in many health care settings. Great Rivers BHO QAPI program will encompass areas related to prevention, recognition, treatment, and maintenance, all within an ASAM-based, trauma-informed, culturally-competent framework to fully address the continuum of needs for individuals with SUD. The quality improvement (QI) continuum described below consists of eight (8) different dimensions, each representing a level and/or core philosophical component to care. This continuum will be implemented as the Great Rivers BHO QI team learns about the strengths and challenges of the SUD providers and systems of care within its region through the daily interactions of care management, provider relations, and quality improvement staff; data summarizing grievances and appeals, and consumer and provider satisfaction surveys; credentialing activities; on-site reviews; training activities; and other stakeholder feedback. Utilizing information already known by the counties and DBHR, Great Rivers BHO will focus on enhancing the quality of behavioral health agencies (BHA) through a collaborative QI focus. While the following measures represent these areas and form the foundation of Great Rivers BHO SUD QI program, along with DSHS required measures[4] and related contractual standards and deliverables, targeted approaches and specific priorities will be identified annually through the QI process and QI Committee, incorporating the input of consumers and other stakeholders.

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[4] DSHS required measures include SUD penetration and SUD retention, as well as development of a performance improvement project (PIP) related to SUD.

- **Prevention/Education:** The goal for this dimension is for providers to raise the awareness of its consumers in relation to the potentially harmful effects of substance use. The intended measures include:
  - The percentage of enrollees who are given information or advised about substance use in their initial session with a provider. Prevention/education will also include the family members/significant others of consumers with SUD as they are at higher risk for SUD disorders, especially children. Measures will focus on the percentage of consumers who are given information or advised about substance use in their initial session with a provider.
  - Where family members (including children) or significant others of enrollees are involved in treatment, the percentage who are provided with educational information as well.
- **Recognition/Brief Intervention:** This dimension will utilize the SUD penetration rate core performance measure data to ensure there is appropriate recognition of consumers/enrollees with SUD. It will also look at the effectiveness of Great Rivers BHO's providers in conducting alcohol/drug screening and providing brief interventions intended to help enhance the enrollee's motivation to change and agree to an appropriate referral follow-up. As outlined in the PIHP contract (see Section 11.1), we will measure:
  - The percentage of all individuals aged 13 and above screened for SUD through the use of the DSHS-provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS); and
  - The percentage of all GAIN-SS screened individuals who have a completed treatment quadrant placement when called for by screening results.
  - Moreover, to ensure that individuals are seen for their initial assessments in a timely manner, per PIHP contract standards (see Section 5.1), additional measures will include:
    - The percentage of individuals who request SUD services who are offered an intake appointment within 14 calendar days of their request; and
    - Of those seen for an intake, the percentage who are seen within 14 calendar days of their request.
  - To help ensure there is appropriate recognition of clients, the SUD penetration rate core performance measure data will be utilized. Agreement with referral follow-up will be measured using the parallel core performance measure data on SUD treatment retention.
- **Inpatient Withdrawal Management (Alcohol and Drug Detoxification):** This dimension is defined by services required for the care and/or treatment of individuals intoxicated or incapacitated by alcohol or other drugs while the person recovers from the transitory

effects of acute or chronic intoxication or withdrawal form alcohol or other drugs. Key performance indicators will:

- Focus on the percentage of individuals who are seen by appropriate chemical dependency service providers within seven (7) days post discharge.
- Determine the percentage of individuals receiving withdrawal management services whose course of treatment involves utilization of the stages of change model.
- Track the percentage of individuals for whom clinical interventions are consistent with these stages.

- **Treatment:** This domain looks at the type of interventions provided to consumers in the treatment of substance use disorders. Interventions will include (when assessed as medically necessary and included on the individual's treatment plan) medication-assisted treatment, individual and/or group counseling, skill building, care coordination, peer support, and other PIHP or state contract covered services. It should be noted that detox and/or emergency rooms should be viewed as offering the potential for initiation of, or as an adjunct to, treatment, but unto themselves do not constitute treatment. The same is true for twelve step programs. Performance measures in addition to those already mentioned above will include the following:
  - Established medical necessity: a covered diagnosis based on the DSM-5 that meets ASAM level of care placement criteria for SUD services.
  - How often (a) goals identified in the Individual Service Plan have been met, have been discontinued, or have continued needs; (b) the use of evidence-based and other identified SUD practice guidelines; (c) the use of discharge planning guidelines, coordinated with ASMA levels of care; and (d) clinical measures as identified and prioritized through the Quality Improvement Committee (QIC).
  - Other areas that could be explored include treatment of co-occurring mental health and substance use disorders, a treatment measure on the use of laboratory tests, culturally competent treatment delivery, and quality and consumer satisfaction with services.
- **Individual Clinical Measures:** As required by contract, periodic reviews of all providers will be conducted and will address items in Section 9.2 of the PIHP contract. These will include clinical chart reviews that will examine documentation around key aspects of treatment. To this end, percentages will be established to determine how often (a) goals identified in the Individual Service Plan have been met, have been discontinued, or have continued need; (b) the use of evidence-based and other identified SUD practice guidelines; and (c) the use of discharge planning guidelines, coordinated with ASAM levels of care; and (d) other clinical measures as identified and prioritized through the QIC.
- **Interventions for Family Members/Significant Others of SUD Clients in Treatment:** Positive family involvement can help lead the journey of recovery. Family interventions

provide motivation and support for the consumer/enrollee and new perspectives, skills and education for families. This domain is important for children of parents with serious substance use disorders as these children have significantly higher rates of use in adulthood.

- **Recovery Support:** This domain focuses on supporting and reinforcing consumers through continual growth and improvement in health and wellness following treatment, including coaching through setbacks. Measures review the percentage of patients who report receiving a specific service by the provider to promote and sustain positive treatment outcomes post discharge. This could be in conjunction with twelve step programs, peer support, and/or life style changes and similar measures.
- **Level of Care Authorized for SUD Treatment Services Based on ASAM PPC in Comparison to Treatment Services Provided:** This domain can be connected to the ongoing process to assist eligible clients in gaining access to and effectively using necessary health and related social services. Two measures will be examined: (a) the percentage of clients maintained in the correct level of care according to ASAM criteria; and (b) documentation of connection with new providers within seven (7) days of discharge from any ASAM level of care.
- **Trauma-Informed Care:** Ensuring that care is trauma-informed and sensitive to the adverse experiences, both in childhood and adulthood, of individuals with SUD is of enormous importance. Indicators from the following six areas, identified by the literature as central to trauma-informed practice in behavioral health settings, will be identified and measured: screening and assessment for trauma; consumer-driven care and services; preparation of and support for a trauma-informed, educated, and responsive workforce; use of trauma-informed, evidence-based, and emerging best practices in SUD treatment, such as Seeking Safety or Trauma-focused CBT; maintenance of a safe and secure environment; and community outreach and coordination with others involved in supporting individuals' and families' recovery and resiliency.
- **Quality Review and Remediation of Deficiencies:** Quality reviews begin with ensuring effective communication with contracted agency leadership, their boards of directors, personnel and staff, and most importantly, consumers. On a regular basis, SUD BHAs will be required to submit data consistent with the relevant items above. This will be combined with reliable data from other sources (whether encounter or other administrative data, DBHR-provided datasets, or QRT-collected data) to provide an agency-specific as well as BHO-wide performance profile. Results will be discussed through the BHO quality improvement structure and posted online to allow for provider comparison and informed decision-making by and on behalf of consumers.

If deficiencies are identified, the agency will be required to submit a corrective action plan (CAP) which addresses each area specifically and includes a timeline for their

correction. If a BHA requires technical assistance in conducting recommended or required QI/CAP activities (such as root-cause analysis or flow charting) and in developing an action plan, Great Rivers BHO will provide technical assistance on such strategies. Once completed by the BHA, all action plans will be reviewed and approved by Great Rivers BHO and monitored throughout the year to ensure agency implementation and progress. To supplement this, the QI team may also conduct on-site visits as well as routine visits in collaboration with DSHS or the Office of the Auditor. While in most cases the BHA will remediate quality concerns, in some cases more stringent measures may need to take place. If there is a health and safety concern, Great Rivers BHO will oversee immediate action to eliminate the health and safety risk to the individual or individuals involved. Within this broad context, enforcement options will include:

- Require a face-to-face meeting with the provider's leadership, including boards of directors, and a follow-up corrective action plan.
- Freeze referrals to the agency.
- Withhold performance payments for relevant value-based contract items.
- Terminate the contract.

Great Rivers BHO Quality Improvement Structure

Using these domains, Great Rivers BHO will utilize its Quality Improvement Plan (QIP) and its Quality Improvement Committee (QIC) to provide the overall structure for evaluation of the quality of SUD treatment. The Great Rivers BHO Clinical Work Group is updating the full range of related policies and procedures and the structure and functioning of the QIC to address BHO requirements and SUD services. The QI program will include regionalized oversight of QI, under the auspices of the medical director, the clinical director, and the quality improvement manager. At least three QI staff for mental health and SUD combined will be assigned geographically over the large rural area of Great Rivers BHO. These staff will also assist with provider network relations and oversight. This will allow for a standardized regional approach with the extensive local input that will help to identify meaningful regional performance measures and PIPs. Recruitment of QI staff will include clinical experience with SUD treatment services for at least one of the QI positions.

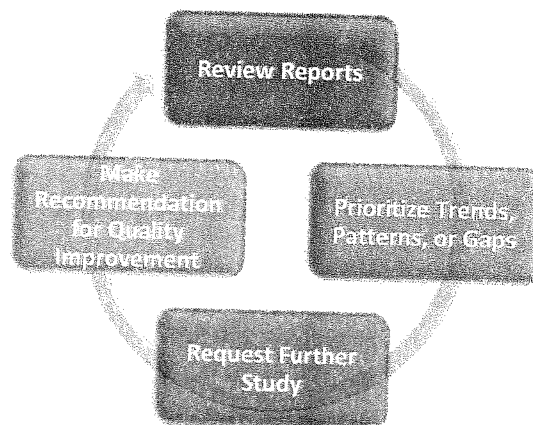
Quality Improvement Committee (QIC) Meetings

The Great Rivers BHO Quality Improvement Committee (QIC) will be formed by April 2016 and include representatives from the governing board, advisory board, Ombuds, quality review team, local tribes, providers, and client and family advocates. Meetings will be facilitated by the QI manager and may also be co-facilitated by a QIC member selected by the QIC. The clinical director and/or medical director and the consumer affairs director will also attend the meeting.

The QIC oversees the QI Plan by reviewing all quality management and improvement activities and assuring they remain appropriately focused and cohesive, and cover all age groups and conditions served by Great Rivers BHO. After review and discussion, recommendations from the QIC are either forwarded to the governing board or returned by QIC to the Clinical Directors Committee for further review.

The responsibilities of the QIC include:

- Developing and approving the QI Plan;
- Reviewing and evaluating available data to prioritize needs for system improvements;
- Recommending areas for further review and/or improvement including system, program and/or policy changes;
- Identifying, developing, and reviewing quality management and improvement activities;
- Discussing standards of practice and use of effective and efficient best practice models of care;
- Identifying potential trainings and education needs; and
- Reporting on quality management and improvement activities, results, and/or recommendations to the governing board through the QI manager and QIC minutes.



Quality Review Team

Great Rivers BHO will have an independent quality review team (QRT) that, per the requirements outlined in WAC 388-865-0282, includes current consumers, past consumers, and family members. It will offer an independent perspective on the performance of Great Rivers BHO and providers. Due to the large rural nature of the geographic area covered by Great Rivers BHO, planning for the quality review team includes options to develop local teams that will facilitate easy access for team members instead of, or in addition to, a regional team. Whether local or regional, the Great Rivers BHO quality review team(s) will be established by April 2016. It is highly likely that current review team members of Grays Harbor/Cowlitz County

and Timberlands RSNs will continue in their roles, but brought into the new BHO QI structure of Great Rivers BHO. While some members currently may have experience with SUD, a targeted recruitment effort will be made to expand members to consumers and their families who have lived experience with SUD. The work of the QI review team(s) will focus on how well Great Rivers BHO is implementing its mission and values as a BHO. These values incorporate the WAC requirements, emphasizing outcomes of care and the degree to which the services provided emphasize recovery and resiliency, promote cross communications within the service delivery systems, and facilitate community-based services and integration, among others. The QRT will also interview consumers using a standard interview protocol and work with interested consumers, service providers, and others to solve identified problems. The QI manager will have primary responsibility for assuring the establishment, support of, and operations of the QRT in collaboration with geographically located QI staff, as well as train team members on confidentiality, assist in the development of interview protocols with the input of team members, and other review requirements.

Fraud and Abuse

Great Rivers BHO is updating its compliance plan utilizing the policy and procedure of its partners, and will complete the plan by January 2016 to allow for the incorporation of fraud and abuse requirements into its provider contracts, provider manual, and training program for staff and providers. A compliance officer will be designated and will report to the CEO (with direct reporting to the governing board, when necessary) and will be responsible for maintaining the compliance plan and all policies and procedures, staffing a compliance committee, and formulating all compliance communications and guidelines. This position will also coordinate internal and external monitoring and auditing. The Compliance Committee will also report findings to the QIC related to overall improvements in compliance to foster systemic approaches to provider education and internal BHO compliance processes. Each of the Great Rivers BHO partners has experience with managing compliance plans. The Operations Work Group described in Chapter 1 of this report has the task of updating the policies and procedures, the Compliance Plan, and the job description for the compliance officer to include SUD services. The compliance officer will be designated by the CEO in February or March 2016 (once the nearly full complement of BHO staff is hired) to assist with educating new providers on compliance matters and developing a formal training plan for all providers.

(274) Second opinion.

As part of enrollees' rights to be actively involved in decisions about their mental health and SUD treatment, they are able to exercise the right to a second opinion. The enrollee can make a verbal request for a second opinion to their behavioral health agency (mental health and SUD providers) directly. The enrollee may also contact one of the Great Rivers BHO Ombuds for assistance in working with the provider to obtain a second opinion. The clinical staff that receives the request will let the enrollee know that they are taking steps to help the person get

a second opinion and also inform the clinical director (or equivalent position) of the request. The clinical director will be responsible for arranging the second opinion or delegating this to a supervisor. The person arranging the second opinion may ask for additional information to clarify the concern and the request, which may include meeting with the enrollee. The clinical director or supervisor handling the request will be responsible for tracking the second opinion request, which includes documentation in the chart and documentation to Great Rivers BHO on the client referral form in the Avatar system (within three [3] days of the request).

The BHA contractor will provide, upon request, a second opinion from a BHA within the service area. If an additional provider is not currently available within the network, the contractor must provide or pay for a second opinion provided by a BHA outside the network at no cost to the enrollee. The BHA providing the second opinion must be currently contracted with a BHO to provide mental health and SUD services to enrollees. The appointment for a second opinion must occur within thirty (30) days of the request. The enrollee may request to postpone the second opinion to a date later than thirty (30) days. The provision of a second opinion may include a review of the clinical record and, as needed, an interview with the enrollee. (Note: a request to change a mental health care provider is not considered a request for a second opinion and can be responded to in accord with guidelines for this.)

(277) Timely access.

Great Rivers BHO is preparing contract language that will require its BHAs to meet state standards for timely access to care and services, taking into account the urgency of need for services. The BHO is in the process of updating the policies and procedures for timely access to include the following standards.

- Ensure that the network BHAs offer hours of operations for enrollees that are no less than the hours of operation offered to commercial clients or comparable to Medicaid fee for services requirements.
- Make services available twenty four (24) hours a day, seven (7) days a week, when medically necessary.
- Establish data-driven strategies to regularly monitor and ensure compliance by BHAs.
- Takes corrective action if there is failure to comply.

Under the direction of the quality management program, Great Rivers BHO will monitor compliance with these requirements, as follows:

- Monitor the percentage of intakes completed within 10 days of request for service for Great Rivers BHO as a whole and each of its providers individually to monitor for timely access to an assessment from the initial request for services.

- Monitor the percentage of clients who receive a routine service within 28 days of request for service for Great Rivers BHO as a whole and each of its providers individually to monitor for timely access to routine services.
- Monitor data monthly on crisis response times for urgent and emergent cases to assure standards are being met.

The quality improvement manager or designee reviews access times on a monthly basis. Systemic issues are viewed quarterly by the Quality Improvement Committee (QIC). This includes time from request for service to intake, and time from intake to first offered, and actually scheduled follow-up appointment. BHAs will be required to supply additional information around cases outside the standards.

(290) Sub-contractual relationships and delegation.

Great Rivers BHO will comply with DSHS contract requirements related to sub-contractual relationships and delegation, and understands that a subcontract does not terminate the responsibility of the contractor to perform the requirements specified in DHSH contracts. Great Rivers BHO will not delegate its responsibility to contract with and manage its provider network, understanding that this does not prohibit a network provider from subcontracting with other appropriately licensed provider(s), so long as the sub-contracting provision of the DSHS contract are met. Subcontracts will include the nature of the work, specific duties, contact information, the compensation arrangement, the monitoring plan, and language on revocation and sanctions. Great Rivers BHO will also provide DBHR with information on subcontracts once executed for the new BHO operations. For Great Rivers BHO's approach to contracting with providers, please refer to Line Item (3), *Behavioral health organizations – contracting process*.

Delegation Plans for Utilization Management: The Grays Harbor/Cowlitz RSN and Timberlands RSN currently delegate UM activities to Behavioral Healthcare Options, Inc. (Options) in Las Vegas, Nevada, for its routine, urgent and emergent care management/utilization management activities, and have experience with the oversight and monitoring of delegated functions. Prior to the selection of Options, the RSNs carefully vetted this vendor's expertise, monitored its services, and found it to be compliant with contract requirements. In addition, the partners collaborated with Chelan-Douglas RSN, using their audit as part of the evaluation process. This audit contains examination of UM procedures to ensure there is no incentive to deny or limit care.

Great Rivers BHO intends to continue the use of Options, integrating the current Grays Harbor/Cowlitz RSN and Timberlands RSN contracts for these UM services, incorporating SUD service management for eight (8) to 14 months, with one significant change: Options will provide initial authorizations for all treatment and ongoing authorizations for routine treatment (requiring authorizations at least annually and whenever the individual's needs or level of care

changes) for mental health and SUD services, and Great Rivers BHO care managers will focus on managing continuing care for high risk individuals and those using intensive levels of care, such as inpatient, intensive outpatient treatment, and residential treatment. The contract under development with Options incorporates the requirements for utilization management of SUD services. Great Rivers BHO will also prepare a delegation plan that addresses oversight and monitoring, including obtaining standardized repots. This delegation plan will be developed prior to April 1, 2016.

Delegation Plans with Local County Partners: Due to the rural nature and large geographical area of region, Great Rivers BHO Planning Committee made the decision to strategically locate some BHO staff in the counties. Great Rivers BHO intends to subcontract with its local county partners to support these BHO functions, for example, by paying for space and possibly paying county staffing to conduct network needs assessments, provider relations, quality management activities, and/or stakeholder support activities. (For example, if a county staff person is nearing retirement, the BHO may contract with the county for the staff to provide certain BHO functions, rather than hiring the staff person as a BHO employee.) However, these activities will be under the direction of the Great Rivers BHO regional staff and implemented utilizing standard BHO policies and procedures, with an appropriate delegation plan and monitoring protocols. The details of each county contract are under development. The Implementation Steering Committee (until the CEO is hired) and the Great Rivers BHO Governing Board will approve these delegated functions. Great Rivers BHO will not delegate provider contracting and overall provider management and quality improvement activities.

Delegation of Some Grievance Functions: Great Rivers BHO may delegate portions of the grievance process to its subcontracted providers. The decision about delegation will be made before the end of February 2016. The Clinical Work Group will make a recommendation to the Steering Committee and the new CEO about whether to use the BHO for all grievances to address quality control issues. If grievances are delegated, Great Rivers BHO will ensure that network providers have a process in place for reporting, tracking, and resolving customer expressions of dissatisfaction (i.e. grievances). Great Rivers BHO will monitor and report grievances documented at the provider level as well as those documented in the Ombuds records. Great Rivers BHO will also monitor the frequency and type of enrollee grievances to ensure that systematic issues are appropriately addressed. Refer to Attachment 6, Subcontracts and Delegation, for an example, specifically the BHR 2014 Desk Audit, items 5.5.1 (page 4), 7.1 (page 4) and 12.1 (page 8), which document review of these delegated grievance functions. Great Rivers BHO is in the process of evaluating the desk review and will update by April 1, 2016.

Delegation of Enrollee Information: Great Rivers BHO may delegate this function to contracted licensed BHA providers; currently, Timberlands RSN delegates this function. This decision will be

made well in advance of April 1, 2016 as part of the Steering Committee's planning process. The capacity to provide this delegated function will be determined by Great Rivers BHO prior to formal delegation, based on previous performance of related tasks for mental health providers as well as evaluation of each BHA's organizational capacity, clinical capacity, and quality improvement processes. Great Rivers BHO will reassess its determination decision on delegation annually through its contract monitoring process, which includes the capacity for issuing corrective actions as well as terminating delegated functions if the enrollees do not receive adequate information as documented by grievances and other quality information.

Delegation of After-Hours Telephone Crisis Services: Great Rivers BHO may delegate some after-hours telephone crisis services calls to ProtoCall Services, Inc. (ProtoCall), which is licensed by the state of Washington, Department of Social and Health Services, Division of Behavioral Health and Recovery to provide emergency crisis intervention services. Great Rivers BHO will accept this licensure and past performance on contract due diligence related to ProtoCall's ability to perform contracted requirements. The decision about using ProtoCall will be made prior to April 1, 2016 based on review by the Steering Committee, or the CEO upon hire, of the crisis systems in place within the Great Rivers BHO catchment area as well as the crisis capacity of different counties.

Submission of Current Subcontracts and Monitoring Reports: Samples of current subcontracts and monitoring reports from the current RSNs are included in Attachment 6, Item 290, Subcontracts and Delegation.

(4) Adult Behavioral Health System – Improvement Strategy.

The Great Rivers BHO Clinical Work Group has the responsibility for updating the Quality Improvement (QI) Plan. The initial step focused on developing the QI plan for Cowlitz and Grays Harbor counties, which was completed for the July 1, 2015 RSN integration. This QI plan and the Timberlands RSN QI plan are under review by the Clinical Work Group, which will finalize a draft QI plan for review by the Steering Committee until the CEO and quality improvement manager are hired. The Great Rivers BHO QI Plan will be completed by April 1, 2016 and will incorporate all DSHS contract provisions for the adult behavioral health system. A description of the Great Rivers BHO quality structure is discussed in the response to Item (292), *Quality assessment and performance improvement program* above in this document. The narrative below describes how the quality structure will support the requirements related to the annual core performance measures and the regional performance measures required under the DSHS contract.

Core Performance Measures: Great Rivers BHO will use a QI strategy that addresses the collection and reporting on the DSHS required annual core performance measures for psychiatric hospital readmissions, mental health treatment penetration, and SUD penetration and retention rates. The QI manager will be responsible for utilizing the data provided by DSHS

at the contract start date to establish the baseline and incorporate annual improvement targets into the QI Plan. The experience of the partners at the RSN or the county level with collecting and reporting data will assist Great Rivers BHO with this initiative. As discussed previously in the response to DBHR Line Item (3), *Behavioral health organizations – contracting process*, Great Rivers BHO intends to utilize a value-based purchasing (VBP) strategy to incentivize providers to meet or exceed the core performance measures, building on progress each year.

- **Regional Performance Measures:** Due to the integration of Grays Harbor/Cowlitz County RSN and Timberlands RSN, the quality improvement program will have more staff dedicated to quality improvement (QI), rather than having a single staff person manage multiple functions. The QI program will include regionalized oversight of QI under the auspices of the medical director, the clinical director, and the quality improvement manager. At least three QI staff will be assigned geographically over the large rural area of Great Rivers BHO. These staff will also assist with provider network relations and oversight. This will allow for a standardized regional approach, while facilitating extensive local input that will help to identify meaningful regional performance measures. The Great Rivers BHO Quality Improvement Committee (QIC), which includes representatives from the governing board, advisory board, Ombuds, quality review team, local tribes, providers, and client and family advocates will identify the performance measures. To arrive at regional performance measures, the QI staff will prepare data-driven reports on service utilization, grievances and appeals, and the results from consumer and provider surveys, as well obtain direct input from stakeholders. While the approach will be data-driven, the input of local stakeholders will enable Great Rivers BHO to tailor regionally-relevant measures as well. The QIC will establish and rank performance improvement goals and determine priorities for implementation, including building baseline information and measuring improvements over time. The performance improvement areas encouraged by DSHS[5] are entirely consistent with the values embraced by Great Rivers BHO and agreed upon by its partners during its initial design phase, as described in Chapter 1, General and Overall Transition Plan – Introduction to the Detailed Plan, and emphasized in Great Rivers BHO's value-base purchasing approach (described in the response to DBHR Line Item (3). As a result, these values will frame the analysis of quality improvement data and reports to inform local stakeholders and prioritize regional measures.

[5] DSHS areas for regional performance measures: access and availability, care coordination and continuity, quality of care, hope, recovery and resiliency, empowered and shared decision making, self-direction and cultural competency, health and safety, health status and functioning, integration, peer support and quality of live and outcomes, reliance on evidence-based practices, provider effectiveness and satisfaction, and integrated programs and systems.

10

Grievance System Plan

(296) Grievance System- general requirements.

General: The Great Rivers BHO partners are in compliance with all current state and federal grievance system requirements, both regulatory and contractual as indicated by their external quality review reports. There are no deficiencies with their grievance systems. The most significant task ahead is revising the policies and procedures (P&Ps) and training materials to reflect the integration of the partners and SUD services into Great Rivers BHO. The Operations Work Group is preparing a revised P&P for a grievance system that ensures consumer/enrollee rights are protected and adhered to at all times, addressing requirements specified in RCW *388-877A-0460*. The grievance process also encompasses the appeal process and access to DSHS' administrative hearing process for Medicaid enrollees. For individuals applying for, eligible for, or receiving non-Medicaid services, their grievance system will include a grievance process and access to fair hearing, once the grievance process is exhausted as specified in WAC 388-877A-0420. The final grievance P&P will specifically address the grievance process, appeals, and access to a fair hearing to protect these rights for Medicaid enrollees. This section provides a summary of the grievance process. Items 297 through 326 are addressed individually below.

Definition: It is important to note the definition of a grievance means "an expression of dissatisfaction about any matter." Possible subjects for grievances include, but are not limited to, the quality of care or services provided, aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Individual's rights. Great Rivers BHO understands this definition to mean that any expression of dissatisfaction should be documented as a grievance and that behavioral health agencies (BHAs) and Great Rivers BHO staff are required to log all grievances, maintain documentation, and meet requirement time lines for resolution.

Filing a grievance: An individual who has applied for, is eligible for, or who has received mental health services may file a grievance, request a Great Rivers BHO level appeal, and request a State Fair Hearing. This definition includes a parent of a child under 13 who is receiving services, or a parent of a child under 18 who is involved with the treatment team. It does not include parents of adult children, other family members, or any other individual unless they are the legal guardian or an individual authorized in writing to file a grievance on behalf of the individual. If the individual is requesting a review on an action, an individual must file an appeal and receive a Notice of Resolution from the contractor before requesting a fair hearing.

A BHA, acting on behalf of an individual and with the individual's written consent, may file a grievance and an appeal in response to a Notice of Action, and request a State Fair Hearing on behalf of an individual.

An authorized representative may file a grievance, an appeal in response to a Notice of Action, and request a State Fair Hearing on behalf of an individual. An authorized representative is a person authorized by an individual to assist with the grievance, appeal or Fair Hearing. 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.

Great Rivers BHO will assure that punitive action is not taken against an individual filing a grievance, appeal, or fair hearing, or a BHA filing a grievance, appeal or fair hearing on behalf of an individual.

Assistance to enrollees in filing a grievance: Great Rivers BHO will provide any reasonable assistance to assist consumers/enrollees with completing forms and other procedural steps for grievance and appeals, including completing the form when the consumer/enrollee provides an oral grievance. All Great Rivers BHO staff will be trained on completing grievances and assisting consumer/enrollees with documenting the grievance. The BHA provider contract language will include the requirement for a provider to assist consumers/enrollees with filling a written or oral grievance and comply with the grievance system requirements. The Ombuds services are available to assist consumers/enrollees throughout the grievance process. All forms will be available in Spanish and Great Rivers BHO will provide a translator for any individual requiring translation assistance to submit a grievance. The P&P will be finalized consistent with all state and federal requirements and will be provided to DBHR within 60 days of the contract's start date. Training will be provided to all BHAs at least annually on the requirements. Orientation and training of the Ombuds will also occur as needed to support their role in the grievance process.

In addition, the following steps will occur.

- Grievance procedures will be provided at the time an individual is assessed for eligibility for services by a BHA.
- The Ombudsman will provide education about the grievance process during interactions when consumer/enrollees express dissatisfaction.
- The consumer may choose who she/he wants to participate in the grievance process.
- The grievance will be resolved even if the individual is no longer receiving behavioral health services.
- Great Rivers BHO and affiliated service providers will be required to post a translated copy of the Washington Medicaid Mental Health Benefits Booklet's section entitled

"Your Rights as a Person Receiving Medicaid Mental Health Services" in each of the DSHS-prevalent languages. The DSHS prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese.

- Great Rivers BHO and affiliated service providers will post a multilingual notice in each of the DSHS prevalent languages, which advises enrollees that information is available in other languages and how to access this information.
- Great Rivers BHO will provide written translations of all written information including, at minimum, applications for services, consent forms, and Notices of Action in Spanish, the most prevalent non-English language in the region, and will maintain availability of translated documents at all times and provides these materials to BHAs to distribute.

Submission of formal P&P: Great Rivers BHO's formal P&P will be submitted to DBHR 60 days prior to April 1, 2016, the start date of the new contract.

(297) Grievance system – action.

Great Rivers BHO has existing policies and procedures for the grievance system that will be amended to cover mental health (MH) and substance use disorder (SUD) services, referred to herein as behavioral health (BH) services.

In the documentation, action is defined as:

- **Action** – In the context of Great Rivers BHO-funded service provision to Medicaid enrollees, this term means: (1) the denial or limited authorization of a requested service, including the type or level of service and any service denial based on access to care; (2) the reduction, suspension, or termination of a previously authorized service; (3) the denial in whole or in part, of payment for a service; (4) the failure to provide services in a timely manner, as defined by the state; (5) the failure of Great Rivers BHO or its formal designee to act within the timeframes provided in section 42 CFR 438(b); 6) enrollee disagreement with the treatment plan.

All consumers have the right to request a fair hearing when they believe Great Rivers BHO or one of its network providers has violated a State rule or timeline, or when they disagree with the outcome of a grievance. Additionally, Medicaid-eligible consumers may request a fair hearing if they disagree with a decision made by Great Rivers BHO regarding their eligibility for services or they disagree with the resolution of an appeal.

When a consumer submits a grievance to a network provider from which he/she receives services, that agency's director (or his/her designee) provides a written decision regarding the resolution of the grievance to the consumer and to the Great Rivers BHO director (or his/her designee), within ninety (90) calendar days. The following provisions are also described in the policy:

- The timeframe may be extended up to fourteen (14) days if the consumer requests an extension or if the agency determines a need for additional information and that the extension is in the consumer's best interest.
- If the agency extends the timeframe, the consumer is provided written notice of the delay and the reason for it.
- If the director of a network provider (or his/her designee) determines that it may not be possible to reach a decision within the 90-day timeframe, or that the consumer is not satisfied with the decision, he/she notifies the Great Rivers BHO CEO (or his/her designee) immediately.

(298) Grievance system – service authorization.

Services authorizations include the following types and actions:

I. Service Authorization, Expedited – An accelerated process for responding to service requests when a provider determines that following the standard timeframe could seriously jeopardize the enrollee's ability to maintain or regain maximum function, or if the enrollee presents a potential risk of harm to self or others.
II. Service Authorization, Standard – The process for responding to requests for initial and/or ongoing BH services.
III. Service Denial – A decision by Great Rivers BHO or its formal designee not to authorize covered BH services requested by a network provider for a Medicaid enrollee.
IV. Service Reduction – A decision by Great Rivers BHO or its formal designee to decrease a previously authorized covered Medicaid BH service described in the level of care guidelines. A provider's clinical decision to decrease or change a covered service in the Individualized Service Plan is not a reduction.
V. Service Suspension – A decision by Great Rivers BHO or its formal designee to temporarily stop previously authorized covered Medicaid BH services described in the level of care guidelines. A provider's clinical decision to temporarily stop or change a covered service in the Individualized Service Plan is not a suspension
VI. Service Termination – A decision by Great Rivers BHO or its formal designee to stop a previously authorized covered Medicaid BH services described in the level of care guidelines. A provider's clinical decision to stop a covered service in the Individualized Service Plan is not a termination.

Based on requests from providers, Great Rivers BHO or its formal designee carry out authorization and notification processes for inpatient and outpatient BH services, including major diagnostic and therapeutic services directly related to the treatment of BH disorders, for enrollees. Decisions to authorize or deny services are based on the *Level of Care and Authorization Criteria* established by Great Rivers BHO. Decisions to deny services on the basis of medical necessity are approved by a licensed psychologist or a qualified physician prior to issuance of written notification regarding the decision. Apple Health, formally Healthy Options,

enrollees are not referred to the enrollee's Apple Health managed care plan for BH services if the enrollee is determined to be eligible for BHO-funded BH services based on medical necessity and the *Access to Care Standards.*

(299) Grievance system – service authorization process

The authorization process begins with a face-to-face clinical intake assessment by a mental health professional (MHP) or chemical dependency professional (CDP). If the MHP or CDP believes the enrollee meets Great Rivers BHO *Level of Care and Authorization Criteria*, a request for service authorization is faxed or sent electronically to Great Rivers BHO or its formal designee. The request includes:

- The amount, duration and scope of each service requested.
- Clinical information supporting the service(s) requested.
- A request for expedited authorization if the MHP or CDP believes it necessary.

1. Requests made to Great Rivers BHO or its formal designee is reviewed by an MHP or CDP, who authorizes them subsequent to review of the information provided and confirmation of financial eligibility. If Great Rivers BHO or its formal designee has questions or concerns regarding the authorization of services, the decision is made in consultation with the provider and/or Great Rivers BHO, as appropriate.

    1.1. **Standard Service Authorizations**. Except when a provider requests an expedited authorization process, decisions regarding the authorization of routine outpatient BH services must occur within fourteen (14) calendar days of the date the intake evaluation was initiated, unless an extension is requested.
    Providers must submit an authorization request to Great Rivers BHO within five (5) business days from the date of intake.
    - Notice of service approval (i.e., Notice of Determination): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee within the timeframe above.
    - Notice of denial (i.e., Notice of Action): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee, within the timeframe above.

    1.2. **Expedited Service Authorizations.** When a provider determines that an accelerated authorization process is in the best interest of the enrollee, the authorization decision is made, and notice given to the requesting provider and the enrollee, as expeditiously as the enrollee's condition requires and within three (3) working days from receipt of the service authorization request, unless an extension is requested.
    - Notice of service approval (i.e., Notice of Determination): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee within the timeframe above.

- Notice of denial (i.e., Notice of Action): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee within the timeframe above.

1.3. **Extensions**. For both standard and expedited service authorizations, the decision-making timeframe may be extended up to fourteen (14) additional calendar days if the enrollee or the provider requests it, or if Great Rivers BHO determines a need for additional information and how the extension is in the enrollee's best interest.
- If the timeframe is extended, the determination must be issued and carried out as expeditiously as the enrollee's health condition requires, and no later than the date the extension expires.
- Extension requests made by enrollees or providers are automatically granted.
- When an extension occurs at the request of Great Rivers BHO or its formal designee or a provider, Great Rivers BHO or its formal designee provides the enrollee written notice of the reason for the extension and of his/her right to file a grievance if he or she disagrees with the delay.
- Great Rivers BHO or its formal designee tracks extension requests, monitoring for patterns in their use and reports such patterns to the Quality Management Oversight Committee.

2. When, on the basis of an intake assessment, a MHP or CDP determines that medical necessity and access criteria are not met, the assessment and other relevant documentation or medical records are submitted to Great Rivers BHO or its formal designee for review. If Great Rivers BHO or its formal designee does not reverse the recommendation of the MHP or CDP, it initiates the Notice of Action process, described below.
3. The Great Rivers BHO children's services care managers review initial intake evaluations of all enrollees under the age of 21 for medical necessity and makes Level I or Level II assignments, authorizing Level II services for children who are:
   - Involved with the Children's Administration, the Division of Developmental Disabilities, and/or the Juvenile Rehabilitation Administration/Department of Corrections, in addition to the Division of Behavioral Health and Recovery;
   - Diagnosed with substance abuse or addiction;
   - Receiving special education services; or
   - Have a chronic and disabling medical condition.
4. Great Rivers BHO or its formal designee maintains written records and a log of all denied requests for service.

Re-Authorization of Services

5. When a provider believes there is a need for continuation or re-authorization following the exhaustion of previously authorized services, the request to do so includes:

- An evaluation of the effectiveness of each service modality provided during the benefit period and recommendations for changes in methods or intensity of services being provided;
- An evaluation of the progress the enrollee made towards recovery or resiliency;
- An identification of unmet goals in the Individual Service Plan, including those identified by the enrollee; and
- A determination of whether the enrollee has met discharge criteria.

6. Great Rivers BHO's or its formal designee's decision to re-authorize services is sent electronically or faxed to the provider, and includes the time period for which services are re-authorized.
7. A request to extend services that were previously authorized as time-limited may be treated as a new request. However, if the provider presents the request as a necessary continuation of the original authorization and the request is denied, the denial is treated as a service termination that may be appealed by an enrollee.

(300) Grievance system – notice of action.

In the context of Great Rivers BHO-funded service provision to Medicaid enrollees, actions mean: (1) the denial or limited authorization of a requested service, including the type or level of service and any service denial based on access to care; (2) the reduction, suspension, or termination of a previously authorized service; (3) the denial, in whole or in part, of payment for a service; (4) the failure to provide services in a timely manner, as defined by the state; (5) the failure of Great Rivers BHO or its formal designee to act within the timeframes provided in section 42 CFR 438(b); 6) enrollee disagreement with the treatment plan.

Notices of Action

Notification of a decision to deny a service authorization request, or to authorize services in an amount, duration, or scope that is less than requested, is made via a Notice of Action form approved by Great Rivers BHO, in the enrollee's primary language. Denial decisions can only be made by an MHP or CDP who has the appropriate clinical expertise to make the decision. Great Rivers BHO or its formal designee mails this notice to enrollees. The form provides the following information:

- The date of the action;
- The action taken, and the reason(s) for it;
- An explanation of the enrollee's right to file an appeal or request a fair hearing, and how to do so, including the timelines to do so;
- Definitions of denial, reduction, suspension and termination;
- A statement that the enrollee has ninety (90) days from the postmark date on the Notice of Action to file an appeal;

- A statement that the enrollee must file an appeal within (10) days of the postmark date if the action is in regards to previously authorized services which he/she wishes to continue receiving during the appeal process;
- The circumstances under which a three day expedited appeal process is available, and how to request it;
- Statements regarding the enrollee's right to have services continued pending resolution of the appeal, how to request continuation or reinstatement of services during the appeal, and the circumstances under which the enrollee may be required to pay for services received during the appeal process;
- The circumstances under which the enrollee may request a fair hearing;
- A statement that the enrollee has ninety (90) days from the postmark date on the Resolution of a Notice of Action to file fair hearing.

For all denials, a Notice of Action is mailed to the enrollee within the timeframes noted below. The provider from which the enrollee receives outpatient services, and, if applicable, the facility providing inpatient services are also notified within these timeframes, though not necessarily in writing.

For **termination, suspension, or reduction of previously authorized services**, a Notice of Action is mailed to the enrollee at least ten (10) calendar days before the effective date of the action, except as noted below.

- A Notice of Action may be mailed not later than the date of action if:
  - Great Rivers BHO has factual information confirming the enrollee's death;
  - Great Rivers BHO has a clear written statement signed by the enrollee that he/she no longer wishes services, or that gives information that requires termination or reduction of services and indicates that the enrollee understands that this must be the result of supplying that information;
  - Great Rivers BHO has learned that the enrollee has been admitted to an institution where he/she is ineligible for further services;
  - Great Rivers BHO has no knowledge of the enrollee's whereabouts and returned mail has no forwarding address;
  - Great Rivers BHO has knowledge that the enrollee has been accepted into another state's Medicaid program; or
  - Great Rivers BHO has knowledge that the MHP or CDP treating the enrollee has prescribed a change in the level of services.
- If Great Rivers BHO has facts (verified through secondary resources, if possible) indicating that action should be taken because of probable fraud by the enrollee, the advance notice may be shortened to five (5) days.
- For **denial of payment** – at the time of any action affecting the payment.

- For **standard and expedited service authorization** decisions that deny or limit services – as expeditiously as the enrollee's condition requires, and **not longer than the notification timeframes established in the "Authorization of Services" section**, above.
  - For decisions to deny a request for voluntary Medicaid inpatient services, the Notice of Action is delivered on the day the decision is made.
  - Failure to meet the timeframes for standard or expedited service authorization requests constitutes a denial. In such instances, the Notice of Action must be mailed on the date the timeframe expires.

A copy of each Notice of Action issued is maintained at the Great Rivers BHO regional office.

(301) – General Requirements – notice of action – timeframes – termination, suspension or reduction of services.

CONTAINED IN THE PREVIOUS RESPONSE ITEM (300).

(302) Grievance system – notice of action – timeframes – denial of payment.

Whenever a payment denial is processed, notifications of the action affecting non-payment is made immediately.

- Notice of service approval (i.e., Notice of Determination): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee within the timeframe above.
- Notice of denial (i.e., Notice of Action): Written notification is provided Great Rivers BHO or its formal designee to the network provider and the enrollee, within the timeframe above.

(303) Grievance system – notice of action – timeframes – denial of standard authorization.

CONTAINED IN THE PREVIOUS RESPONSE ITEM (300).

(304) Grievance system – notice of action – timeframes – denial of expedited authorization.

CONTAINED IN THE PREVIOUS RESPONSE ITEM (300).

(305) Grievance system – notice of action – timeframes – untimely authorization.

Failure to meet the timeframes for standard or expedited service authorization requests constitutes a denial. In such instances, the Notice of Action must be mailed on the date the timeframe expires.

(306) Grievance system – information to providers and subcontractors.

The Great Rivers BHO *Brochure*, which includes information about requesting fair hearings, is provided to all consumers when admitted to community support services. Additionally, the

behavioral health *Benefits Booklet* produced by DSHS, which also provides instructions regarding fair hearings, is made available to Medicaid enrollees at intake and upon request. Brochures from the Great Rivers BHO Ombuds service are available at network provider sites and the Great Rivers BHO office. Consumers are also provided with information regarding their right to request a fair hearing and the process for doing so under the following circumstances:

- When they file a grievance, and when a written response to that grievance is provided.
- When a Medicaid enrollee is notified of a decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested.
- When a Medicaid enrollee is notified of a decision regarding his/her appeal of an action as defined herein.

At intake, all consumers receive a copy of the Great Rivers BHO *Brochure,* which includes information about filing grievances. As needed, explanation is provided through qualified interpreters for non-English speaking consumers and those who are deaf or visually impaired. Additionally, Medicaid enrollees are informed that the *Benefits Booklet* produced by the Department of Social and Health Services (DSHS), which also provides instructions regarding grievances, is available upon request, and a copy is provided if an enrollee requests one.

Upon application for behavioral health services, enrollees receive a copy of the Great Rivers BHO *Brochure,* which includes information relating to enrollees' right to appeal decisions and how to do so. As needed, explanation is provided through qualified interpreters for non-English speaking enrollees and those who are deaf or visually impaired. Additionally, enrollees are informed that the *Benefits Booklet* produced by the DBHR, which also provides instructions regarding filing appeals, is available upon request, and a copy is provided if an enrollee requests one.

(307) Grievance system – record keeping and reporting.

A confidential record of each grievance is maintained for six (6) years following the completion of the grievance resolution process. Such records are maintained apart from the consumer's clinical record and are not disclosed without the consumer's written permission, except as necessary to resolve the grievance or to DSHS if the consumer requests a fair hearing.

Network providers notify Great Rivers BHO upon receipt of all grievances filed and provide information on all steps taken to resolve them.

A confidential record of each appeal is maintained for six (6) years following the completion of the appeal resolution process. At a minimum, such records include the enrollee's name, dates and times of all milestones in the appeal process, the decision appealed, the provider involved, and the disposition of the appeal. Such records are maintained apart from the enrollee's clinical

record and are not disclosed without the enrollee's written permission, except as necessary to resolve the appeal or to DSHS if the enrollee requests a fair hearing.

On-site audits of network providers, conducted by Great Rivers BHO, include checks for evidence of compliance with the provisions of this policy. When a need for corrective action is identified during such audits, network providers address compliance issues via their quality improvement processes and provide evidence of sustained improvement. Great Rivers BHO staff review audit findings for trends requiring system level intervention, and report such to the Great Rivers BHO Quality Management Oversight Committee for recommendations that are presented to the Great Rivers BHO Governing Board for action.

(308) Grievance system – appeal.

The topic of appeals – with regards to definitions – has been addressed in previous sections of this Detailed Plan. Great Rivers recognizes and adopts the definitions of "Action", "Appeal" and "Grievance" as presented by 42 CFR 438.400(b).

(309) Grievance system – authority to file.

All consumers have the right to request a fair hearing when they believe Great Rivers BHO or one of its network providers has violated a state rule or timeline, or when they disagree with the outcome of a grievance. Additionally, Medicaid-eligible consumers may request a fair hearing if they disagree with a decision made by Great Rivers BHO regarding their eligibility for services or they disagree with the resolution of an appeal.

Consumers may enlist family members, Ombuds service staff, advocates, friends, network provider staff, or others to represent or assist them in filing a grievance.

(310) Grievance system – timing.

Appeals must be filed within ninety (90) calendar days of the postmark on the Notice of Action. If the enrollee wishes to continue receiving previously authorized services during the appeal process, the appeal must be filed within ten (10) calendar days of the postmark on the Notice of Action or the intended effective date of the action, whichever is later.

(311) Grievance system – appeal process – procedures.

Requests made to Great Rivers BHO or its formal designee is reviewed by an MHP or CDP, who authorizes them subsequent to review of the information provided and confirmation of financial eligibility. If Great Rivers BHO or its formal designee has questions or concerns regarding the authorization of services, the decision is made in consultation with the provider and/or Great Rivers BHO, as appropriate.

- **Standard Service Authorizations.** Except when a provider requests an expedited authorization process, decisions regarding the authorization of routine outpatient behavioral health services must occur within fourteen (14) calendar days of the date the intake evaluation was initiated, unless an extension is requested. Providers must submit an authorization request to Great Rivers BHO within five (5) business days from the date of intake.
  - Notice of service approval (i.e., Notice of Determination): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee within the timeframe above.
  - Notice of denial (i.e., Notice of Action): Written notification is provided Great Rivers BHO or its formal designee to the network provider and the enrollee, within the timeframe above.
- **Expedited Service Authorizations.** When a provider determines that an accelerated authorization process is in the best interest of the enrollee, the authorization decision is made, and notice given to the requesting provider and the enrollee, as expeditiously as the enrollee's condition requires and within three (3) working days from receipt of the service authorization request, unless an extension is requested.
  - Notice of service approval (i.e., Notice of Determination): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee within the timeframe above.
  - Notice of denial (i.e., Notice of Action): Written notification is provided by Great Rivers BHO or its formal designee to the network provider and the enrollee within the timeframe above.

Upon application for behavioral health services, enrollees receive a copy of the Great Rivers BHO *Brochure,* which includes information relating to enrollees' right to appeal decisions and how to do so. As needed, explanation is provided through qualified interpreters for non-English speaking enrollees and those who are deaf or visually impaired. Additionally, enrollees are informed that the *Benefits Booklet* produced by the DBHR, which also provides instructions regarding filing appeals, is available upon request, and a copy is provided if an enrollee requests one. Brochures from the Great Rivers BHO Ombuds service are also available at network provider sites and the Great Rivers BHO office.

When an enrollee indicates a desire to appeal an action relating to his/her care, appeal-related processes are reviewed with the enrollee, access to the Ombuds service is facilitated if desired, and the enrollee is reminded of his/her right to involve others.

- A staff member of a network provider may file an appeal on behalf of the enrollee if written consent is given by the enrollee, or a guardian or representative.

- As needed, enrollees are provided interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.
- Appeals must be filed within ninety (90) calendar days of the postmark on the Notice of Action. If the enrollee wishes to continue receiving previously authorized services during the appeal process, the appeal must be filed within ten (10) calendar days of the postmark on the Notice of Action or the intended effective date of the action, whichever is later.
- Appeals may be initiated either orally or in writing. Those initiated orally must be confirmed in writing and signed by the enrollee within seven (7) calendar days unless an expedited resolution has been requested.
- Oral inquiries seeking to appeal an action are treated as appeals and the date of the inquiry becomes the filing date of the appeal. If an oral inquiry is not confirmed in writing, it will be considered incomplete. This does not preclude another filing within ninety (90) days of the date on the Notice of Action.

The Great Rivers BHO CEO or his/her designee conducts a thorough review of each appeal ensuring that those making the decision on the appeal were not involved in any previous level of review or decision-making in regards to it.

- If the appeal is in regards to a denial based on lack of medical necessity, or involves clinical issues, the Great Rivers BHO CEO or his/her designee ensures that the final decision is made by a behavioral health professional with the appropriate clinical expertise.
- The enrollee is provided, before and during the appeal process, the opportunity to examine his/her case file, including medical records and any other documents and records considered during the appeal process.

(312) Grievance system – appeal process – resolution and notification.

For standard resolutions of appeal, the appeal is resolved, and written notice provided by Great Rivers BHO to the enrollee, within forty-five (45) days of its receipt.

Requests for an expedited appeal resolution process are reviewed the day of receipt, and a decision as to whether an expedited process is warranted is communicated verbally by Great Rivers BHO to the enrollee no later the twenty-four (24) hours after receipt of the request.

For both standard and expedited resolution processes, the timeframe may be extended up to fourteen (14) additional calendar days if the enrollee requests it, or if Great Rivers BHO determines a need for additional information and how the extension is in the enrollee's best interest. If an extension occurs at the request of Great Rivers BHO rather than the enrollee, written notice of the reason for the delay is provided to the enrollee. The notice will include

the results of the resolution process, the date it was completed, and the clinical rational for the decision, including how to obtain the utilization management clinical review or decision-making criteria.

(313) Grievance system – appeal process – format and content of resolution notice.

CONTAINED IN THE PREVIOUS RESPONSE ITEM (312)

(314) Grievance system – appeal and state fair hearing process – continuation of benefits

When a consumer has requested and received a continuation of disputed services during the fair hearing process, and the fair hearing officer upholds a Great Rivers BHO decision to deny, limit or delay services, the consumer may be asked to pay for these services, to the extent they were provided solely for continuation of benefits during the fair hearing process.

For **termination, suspension, or reduction of previously authorized services**, a Notice of Action is mailed to the enrollee at least ten (10) calendar days before the effective date of the action, except as noted below.

- A Notice of Action may be mailed not later than the date of action if:
  - Great Rivers BHO has factual information confirming the enrollee's death;
  - Great Rivers BHO has a clear written statement signed by the enrollee that he/she no longer wishes services, or that gives information that requires termination or reduction of services and indicates that the enrollee understands that this must be the result of supplying that information;
  - Great Rivers BHO has learned that the enrollee has been admitted to an institution where he/she is ineligible for further services;
  - Great Rivers BHO has no knowledge of the enrollee's whereabouts and returned mail has no forwarding address;
  - Great Rivers BHO has knowledge that the enrollee has been accepted into another state's Medicaid program; or
  - Great Rivers BHO has knowledge that the MHP or CDP treating the enrollee has prescribed a change in the level of services.
- If Great Rivers BHO has facts (verified through secondary resources, if possible) indicating that action should be taken because of probable fraud by the enrollee, the advance notice may be shortened to five (5) days.

Appeals must be filed within ninety (90) calendar days of the postmark on the Notice of Action. If the enrollee wishes to continue receiving previously authorized services during the appeal process, the appeal must be filed within ten (10) calendar days of the postmark on the Notice of Action or the intended effective date of the action, whichever is later.

Great Rivers BHO continues an enrollee's benefits pending resolution of an appeal if all of the following conditions are met:

- The appeal was filed within ten (10) days of the postmark on the Notice of Action or the intended effective date of the proposed action;
- The appeal involves the termination, suspension, or reduction of a previously authorized service;
- The services were ordered by an authorized provider;
- The original period covered by the original authorization has not expired; and
- The enrollee requests extension of benefits.

If, at the enrollee's request, benefits are continued or reinstated while the appeal is pending, they must be continued until one of the following occurs:

- The enrollee withdraws the appeal.
- Ten (10) days pass after Great Rivers BHO mails the notice, providing the resolution of the appeal against the enrollee, unless the enrollee, within the 10-day timeframe, has requested a fair hearing with continuation of benefits until a hearing decision is reached.
- A fair hearing officer issues a decision adverse to the enrollee.
- The time periods or service limits of a previously authorized service has been met.

If the final resolution of the appeal is adverse to the enrollee, Great Rivers BHO may recover the cost of the services furnished to the enrollee while the appeal is pending, to the extent the services were provided solely for continuation of benefits during the appeal process.

(315) Grievance system – appeal and state fair hearing process – effectuation when services were not furnished.

When a fair hearing officer reverses a Great Rivers BHO decision to deny, limit, or delay services that were not furnished to a Medicaid enrollee while an appeal was pending, the disputed services are authorized and provided promptly and as expeditiously as the enrollee's health condition requires.

When a fair hearing officer reverses a Great Rivers BHO decision to deny authorization of services to a Medicaid enrollee, and the enrollee received the disputed services while the appeal was pending, the services are paid for by Great Rivers BHO or the network provider from which the enrollee received them.

If Great Rivers BHO reverses a decision to deny, limit or delay behavioral health services that were not furnished while the appeal was pending, the disputed services are authorized promptly, and as expeditiously as the enrollee's health condition requires.

(316) Grievance system – appeal and state fair hearing process – effectuation when services were furnished.

If Great Rivers BHO reverses a decision to deny authorization of services, and the enrollee received the disputed services while the appeal was pending, Great Rivers BHO must pay for those services in accordance with DSHS policy and regulations.

(317) Grievance system – expedited appeals process – general

Expedited resolution of appeal. An expedited process is provided when it is determined that the standard time for resolution would jeopardize the enrollee's ability to maintain or regain maximum functioning. In these cases, the appeal is resolved and written notice provided by Great Rivers BHO to the enrollee within three (3) working days of its receipt, unless extended as noted below.

- Requests for an expedited appeal resolution process are reviewed the day of receipt, and a decision as to whether an expedited process is warranted is communicated verbally by Great Rivers BHO to the enrollee no later the twenty-four (24) hours after receipt of the request.
- If the request for an expedited resolution process is denied, Great Rivers BHO provides written notice within two (2) calendar days. The appeal is then addressed in accord with timelines for the standard resolution process.
  - Denial of access to an expedited process is grounds for the filing of a grievance, if the enrollee desires to do so.

(318) Grievance system – expedited appeals process – authority to file

Appealing an action. Upon application for behavioral health services, enrollees receive a copy of the Great Rivers BHO *Brochure,* which includes information relating to enrollees' right to appeal decisions and how to do so. As needed, explanation is provided through qualified interpreters for non-English speaking enrollees and those who are deaf or visually impaired. Additionally, enrollees are informed that the *Benefits Booklet* produced by the DBHR, which also provides instructions regarding filing appeals, is available upon request, and a copy is provided if an enrollee requests one. Brochures from the Great Rivers BHO Ombuds service are also available at network provider sites and the Great Rivers BHO office.

When an enrollee indicates a desire to appeal an action relating to his/her care, appeal-related processes are reviewed with the enrollee, access to the Ombuds service is facilitated if desired, and the enrollee is reminded of his/her right to involve others. A staff member of a network provider may file an appeal on behalf of the enrollee if written consent is given by the enrollee or a guardian or representative. As needed, enrollees are provided interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.

Appeals must be filed within ninety (90) calendar days of the postmark on the Notice of Action. If the enrollee wishes to continue receiving previously authorized services during the appeal process, the appeal must be filed within ten (10) calendar days of the postmark on the Notice of Action or the intended effective date of the action, whichever is later.

Appeals may be initiated either orally or in writing. Those initiated orally must be confirmed in writing and signed by the enrollee within seven (7) calendar days, unless an expedited resolution has been requested.

- Oral inquiries seeking to appeal an action are treated as appeals and the date of the inquiry becomes the filing date of the appeal.
- If an oral inquiry is not confirmed in writing, it will be considered incomplete. This does not preclude another filing within ninety (90) of the date on the Notice of Action.

When an appeal is filed, the enrollee is provided the following:

- Contact names and telephone numbers of the Ombuds service, the involved network provider, and the Great Rivers BHO Regional Office.
- Information about the appeal process, including but not limited to timeframes for resolution and the enrollee's right to request a fair hearing at the state level (a) if the enrollee does not agree with Great Rivers BHO's decision regarding the appeal, (b) if Great Rivers BHO does not provide a written response within the required timeframes, or (c) if the enrollee believes there has been a violation of Washington State Department of Social and Health Services rules.

The Notice of Action form instructs enrollees to file their appeals directly with Great Rivers BHO. However, because enrollees may request assistance from a network provider in filing an appeal, the first knowledge of an impending appeal may be at the network provider level. Accordingly, if an enrollee indicates to a network provider that he/she wishes to appeal a Notice of Action, the director of the network provider (or his/her designee) notifies the Great Rivers BHO CEO:

- Within one (1) working day of receipt of this information for standard appeals;
- Within the same day of receipt of this information for expedited appeals.

(319) Grievance system – expedited appeals process – procedures.

The enrollee is provided a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing. When expedited resolution is requested, the enrollee is informed of the limited time available for this.

(320) Grievance system – expedited appeal process – resolution and notification.

An expedited process is provided when it is determined that the standard time for resolution would jeopardize the enrollee's ability to maintain or regain maximum functioning. In these cases, the appeal is resolved, and written notice provided by Great Rivers BHO to the enrollee, within three (3) working days of its receipt, unless extended as noted below.

Requests for an expedited appeal resolution process are reviewed the day of receipt, and a decision as to whether an expedited process is warranted is communicated verbally by Great Rivers BHO to the enrollee no later the twenty-four (24) hours after receipt of the request. If the request for an expedited resolution process is denied, Great Rivers BHO provides written notice within two (2) calendar days. The appeal is then addressed in accord with timelines for the standard resolution process.

Denial of access to an expedited process is grounds for the filing of a grievance, if the enrollee desires to do so.

Extensions. For both Standard and Expedited Resolution processes, the timeframe of ninety (90) days may be extended up to fourteen (14) additional calendar days if the enrollee requests it, or if Great Rivers BHO determines a need for additional information and if the extension is in the enrollee's best interest. If an extension occurs at the request of Great Rivers BHO rather than the enrollee, written notice of the reason for the delay is provided to the enrollee.

At the conclusion of *Standard and Expedited* resolution processes, the Great Rivers BHO CEO or his/her designee provides the enrollee a written notice of disposition. For expedited processes, the Great Rivers BHO CEO or his/her designee also makes reasonable efforts to provide an oral notice of disposition prior to the written notice. The written notice includes the results of the resolution process, the date it was completed, and the clinical rational for the decision, including how to obtain the utilization management clinical review or decision-making criteria.

For appeals resolved not wholly in the enrollee's favor, Great Rivers BHO will inform enrollees of the following:

- The right to request a fair hearing, and how to do so;
- The right to request to receive benefits while the hearing is pending, and how to make the request; and
- That the enrollee may be held liable for the cost of those benefits if the hearing decision upholds Great Rivers BHO's decision regarding the appeal.

(321) Grievance system – expedited appeal process – punitive action.

Great Rivers BHO ensures that no punitive or discriminatory action is taken against an enrollee who requests an expedited resolution process or a provider who supports an enrollee's appeal.

(322) Grievance system – state fair hearing process – notification of state procedures.

All consumers have the right to request a fair hearing when they believe Great Rivers BHO or one of its network providers has violated a state rule or timeline, or when they disagree with the outcome of a grievance. Additionally, Medicaid-eligible consumers may request a fair hearing if they disagree with a decision made by Great Rivers BHO regarding their eligibility for services or they disagree with the resolution of an appeal.

When admitted to community support services, all consumers receive a copy of the Great Rivers BHO *Brochure,* which includes information about requesting fair hearings. Additionally, the BH *Benefits Booklet* produced by DSHS, which also provides instructions regarding fair hearings, is made available to Medicaid enrollees at intake and upon request. Brochures from the Great Rivers BHO Ombuds service are available at network provider sites and the Great Rivers BHO office. Consumers are also provided with information regarding their right to request a fair hearing, and the process for doing so, when a Medicaid enrollee is notified of a decision regarding his/her appeal of an action. All consumers receive a copy of the Great Rivers BHO *Brochure,* which includes information about filing grievances, at intake. As needed, explanation is provided through qualified interpreters for non-English speaking consumers and those who are deaf or visually impaired. Additionally, Medicaid enrollees are informed that the *Benefits Booklet* produced by the Department of Social and Health Services (DSHS), which also provides instructions regarding grievances, is available upon request, and a copy is provided if an enrollee requests one. Brochures from the Great Rivers BHO Ombuds service are also available at network provider sites and the Great Rivers BHO office.

(323) Grievance system – state fair hearing – parties.

All consumers have the right to request a fair hearing when they believe Great Rivers BHO or one of its network providers has violated a state rule or timeline, or when they disagree with the outcome of a grievance. Additionally, Medicaid-eligible consumers may request a fair hearing if they disagree with a decision made by Great Rivers BHO regarding their eligibility for services or they disagree with the resolution of an appeal.

(324) Grievance system – grievance – definition.

Grievance: A consumer's request that his/her expression of dissatisfaction with any aspect of care or services provided be formally heard and resolved through the Great Rivers BHO grievance process. NOTE: When a Medicaid enrollee indicates disagreement with a decision to suspend, reduce or terminate services and asks that the decision be reconsidered, the request

is an appeal rather than a grievance, and is addressed through the Great Rivers BHO appeal process. The consumer is made aware that, at any time during the investigation and resolution process, he/she may interact directly with Great Rivers BHO, and is made aware of his/her rights relative to requesting a fair hearing and the process for doing so.

(325) Grievance system – grievance process – procedures and authority to file.

Consumers may file grievances, verbally or in writing, with either the network provider from which they receive services, or directly to Great Rivers BHO. Grievances are acknowledged in writing by the agency receiving them within five (5) working days following receipt; acknowledgements are documented in the confidential grievance file

(326) Grievance system – grievance process – disposition and notification.

When a consumer submits a grievance to a network provider from which he/she receives services, that agency's director (or his/her designee) provides a written decision regarding the resolution of the grievance to the consumer and to the Great Rivers BHO CEO (or his/her designee) within ninety (90) calendar days.

- The timeframe may be extended up to fourteen (14) days if the consumer requests an extension or if the agency determines a need for additional information and that the extension is in the consumer's best interest.
- If the agency extends the timeframe, the consumer is provided written notice of the delay and the reason for it.
- If the director of a network provider (or his/her designee) determines that it may not be possible to reach a decision within the 90 day timeframe, or that the consumer is not satisfied with the decision, he/she notifies the Great Rivers BHO CEO (or his/her designee) immediately.

11

Tribal communication and Coordination and Communication Plan

(169) Behavioral health organization – inclusion of tribal authorization – roles and responsibilities.

1. Inclusion of Tribal Authorities: The tribes located in the Great Rivers BHO region are listed below.*

County	Cowlitz	Grays Harbor	Lewis	Pacific	Wahkiakum
Tribe					
Chehalis		✓	✓		
Cowlitz	✓		✓		✓
Nisqually					
Shoalwater Bay				✓	
Quinault		✓			

**Cascade Pacific Action Tribal engagement Strategy, May 2015.*

Great Rivers Behavioral Health Organization (Great Rivers BHO) will invite tribal representatives to participate on its regional advisory board, its Provider Advisory Committee, and local committees. Great Rivers BHO will also build on long-standing partnerships that its local county partners/RSNs developed with the tribes, recognizing that these existing and local relationships form the basis of an expanded partnership with Great Rivers BHO. Highlights of the existing partner relationships with the tribes that will be addressed by Great Rivers BHO are listed below.

- In Cowlitz County, the **Cowlitz Tribe** has been involved with the development of the transition of Cowlitz County from SWBH to Grays Harbor RSN and planning for the new BHO through regularly scheduled meetings and ongoing communication between tribal authorities and Great Rivers BHO partners. These communications have addressed preparation for healthcare reform, cross-systems referrals, clinical services, funding opportunities, emergency preparedness, and RSN consolidation, among other issues. The Cowlitz Tribe's health services already integrate mental health and SUD. Cowlitz County and the Cowlitz Tribe both participate in the Regional Health Alliance and

Regional Emergency Preparedness (which includes mental health training), which provides additional avenues for continued collaboration. In addition, Cowlitz County has had tribal representatives on its local advisory committees dating back to when Cowlitz County operated as a RSN. This approach will be the model for other tribes located throughout the region.

- Grays Harbor RSN contracted with Behavioral Health Resources to provide Crisis Intervention Training for **Chehalis Tribal** law enforcement and first responders. The RSN has continued to reach out to the Chehalis Tribe in an effort to create a plan to provide timely and responsive crisis services and evaluations for inpatient services. Grays Harbor RSN has sent a draft concept for these services based on the plan developed with the **Quinault** Tribe for their consideration. In addition, Grays Harbor is in a planning stage with Thurston-Mason RSN about the possibility of funding a tribal DMHP that would respond to **Chehalis** Tribal members.
- Timberlands RSN has met with the **Shoalwater** Tribe clinical director, other tribal staff, and the DSHS regional tribal manager to discuss crisis and ITA protocols, agreeing that tribal clients would use the RNS's Willapa behavioral health crisis and ITA services. There is ongoing collaboration with the tribe to define access and the process for utilizing resources, and build a mutually beneficial relationship. Discussion focused on a plan for members living outside the Timberlands RSN catchment area in Grays Harbor RSN and the need to collaborate on the process for coordinating services. With the integration of Grays Harbor and Timberlands RSNs under the BHO, a single CM/UM process will be used. Discussion addressed future possibilities for contracts with Timberlands RSN for services not billable by the tribe. There are plans to have ongoing talks in hopes of building mutually beneficial business relationship. While there are no current contracts with the tribes, Great Rivers BHO will address this with the tribes as part of its network development.
- Timberlands RSN met with the Cowlitz Tribe to discuss services for Cowlitz Tribal members that reside in east Lewis County. The meeting resulted in facilitating access to Lewis County's BHA and discussion options to use federal block grant funds to address the possible barrier of access to care for tribal members.

Each of the counties/RSNs has had different levels of communications with the tribes, depending on tribal interest and resources. For those tribes that are not engaged, the Great Rivers BHO Steering Committee has adopted the Cascade Pacific Action Alliance (CPAA): Tribal Engagement Strategy, which includes six steps: 1) identifying tribal partners; 2) determining tribal political leadership; 3) determining tribal administrators and/or health directors; 4) contacting the tribal chair; 5) contacting the tribal administrator and/or health director; and 5) convening the tribes. The CPAA encompasses all five counties in the region and is working to build alliances with all five tribes as noted in the above table. Several of these tribes offer health clinics. As a result, Great Rivers BHO will work with local county leaders to collaborate on

building these relationships where they don't currently exist. If any tribe does not want to engage with Great Rivers BHO, outreach efforts will be documented.

2. Work Plan for Implementation of the American Indian Addendum, Exhibit E to the DPR: Great Rivers BHO will continue contracting for current services, using the special terms and conditions in network provider agreements that have been developed by its county and RSN partners and consistent with the Centers for Medicare & Medicaid Services Model QHP Addendum for Indian Health Care Providers (as defined in Exhibit E to the DPR). As part of its network contracting transition, Great Rivers BHO will execute contracts with tribal partners to continue existing RSN-funded or county SUD services. Other services will be explored with individual tribes, with special emphasis on provision of SUD services, including MAT and residential services, as part of the network plan under development by the Great Rivers BHO Provider Network Work Group.

3. American Indian/Alaska Native (AI/AN) Equal Access to Behavioral Health Services: Great Rivers BHO will build on the strategies of its partners to promote equal access to services for tribes and update its 7.01 Plan. This is particularly important for SUD services, including medication assisted therapies (MAT), residential treatment, and behavioral health crisis services. Great Rivers BHO's network plan includes increasing access to the range of MAT, initially at the Grays Harbor site and in Cowlitz County, where Columbia Wellness is applying for a state substance use treatment license. In addition to expanding services, Great Rivers BHO will 1) track the number of tribal members receiving services from the subcontracted provider; 2) review all existing crisis agreements and assess them to determine enhancements; 3) exchange communications materials about the services offered through the Great Rivers BHO provider network and through the tribes; 4) use care managers to coordinate care and access to services for tribal members; 5) offer joint training on behavioral health services; and 6) use its QI program to report on and address the clinical quality of care and access to services.

Great Rivers BHO will build on the following activities and expand them across all interested tribes and localities:

- Cowlitz County has participated in 7.01 Indian Law/Tribal Relations training and have expressed a commitment to continue participation in subsequent trainings as they are offered.
- Grays Harbor/Cowlitz County RSN and Timberlands RSN continuously engage with Cowlitz County Tribal Behavioral Health services for any member that is dually enrolled.
- Grays Harbor BHO contracted with Behavioral Health Resources to provide Crisis Intervention Training for **Chehalis Tribal** law enforcement and first responders. Grays Harbor RSN has continued to reach out to the Chehalis Tribe in an effort to create a plan to provide timely and responsive crisis services and evaluations for inpatient services.

The RSN has sent a draft concept for these services based on one developed with the **Quinault** Tribe for their consideration.

- Grays Harbor/Cowlitz RSN coordinates services between the RSN and the tribes through the utilization of the 1/10 of 1% funds.
- Grays Harbor/Cowlitz RSN has also received funding to improve the availability of high intensity services and has ensured that these services are available to tribal members.
- Grays Harbor/Cowlitz RSN is hosting a quarterly training for tribes on best practices for underserved populations. The first session was on developmental disabilities.

4. Culturally Competent Services for AI/AN: Great Rivers BHO will work with its county partners to implement a systematic approach to enhance cultural competency throughout the region by building on its partners' activities, as outlined below. The cultural competency plan will be updated to address training on all tribes that are represented in the region.

- Cowlitz County has participated in annual cultural competency training and has access to Native American mental health specialists, either through contract providers' staff members or through subcontractors. In addition, a representative from Indian Health Services participated in Cowlitz County's monthly Cultural Competency Committee. The health and human services director of Cowlitz County has also provided culturally relevant training to staff and providers serving the Cowlitz Tribe. Timberlands RSN has participated in meetings with the tribes in Cowlitz County.
- Grays Harbor/Cowlitz RSN hosted training on best practices for the delivery of services to tribal members, facilitated by a trainer identified by the **Quinault** Indian Nation.
- The **Quinault** Indian Nation, in partnership with the Chehalis Tribe, hosted a cultural competency training for Grays Harbor RSN staff and BHA's in 2014. The training focused specifically on the unique needs and features of the tribes in the Grays Harbor area. By popular demand, another training in this series is in development and will expand to all Great Rivers BHO staff and BHAs.
- Timberlands RSN providers are required to provide cultural sensitivity training to employees and continues to look for ways to expand the option of **Cowlitz** and other tribal consultation as needed and appropriate. Providers are also required to obtain specialist consults when appropriate. Timberlands RSN will continue to look for ways to expand the option of working with providers within the network to utilize tribal consultation as needed and appropriate; there is only one Cowlitz Tribal consultant who will not have the availability to provide consultations to all network providers that will be in the Great Rivers BHO Region. Currently, Timberlands RSN invites tribal providers to all provider trainings and provides information to them routinely through their provider mailing lists.

Great Rivers BHO intends to expand its approach to building cultural competence throughout its region, using the model of including tribal members in regular meetings and planning activities, and implementing the CPAA strategies identified above to engage additional tribes in this type of collaboration and training on cultural competence. Training by the tribes is the best approach to cultural competency in terms of understanding local needs and cultural perspectives. Due to scarce resources, other sources need to be identified. The Clinical Work Group identified White Bison, Inc., an American Indian non-profit charitable organization based in Colorado Springs, Colorado, as a training resource, particularly on SUD interventions. Through White Bison, its founder and president Don Coyhis, Mohican Nation, has offered healing resources to Native Americans since 1988. White Bison offers sobriety, recovery, addictions prevention, and wellness/Wellbriety learning resources to the Native American community nationwide. Many non-Native people also use White Bison's healing resource products, attend its learning circles, and volunteer their services. Any external training on cultural competence will be coordinated to address the perspectives of local tribes.

5. Continuation and/or Transition of This Practice (ITA) to Assure Access to Tribal Court Orders for SUD Treatment: The Great Rivers BHO care management team will identify individuals in SUD residential treatment services pursuant to tribal court orders, and will develop agreements with interested tribes to assure access to SUD treatment and payment of services for Medicaid-eligible tribal members.

6. Coordination with Tribal Providers and Provision of Written Agreements: Great Rivers BHO will continue the Cowlitz County model of inviting tribal providers to participate in the provider advisory group as well as develop any written agreements (e.g., subcontracts or other agreements) to coordinate services. These agreements will be based on any existing provider contracts or agreements, policies and procedures, or other guidelines developed by county partners. Affiliated tribal behavioral health providers will be maintained on the provider network list and receive all information offered to the provider network.

12

Behavioral Health Data Consolidation Project Plan

(295) Health information systems.

The Behavioral Health Data Consolidation project has identified the draft set of data elements required for collection from the BHOs. Reporting rules and definitions, and values for new elements, will be developed with the RSN/BHO representatives between July 1 and September 11, 2015 either through the SERI work group or the BHDC data group.

1. Provide your plan and timeline to collect and report on the data elements contained in Table 1 (Non-Provider One data elements) and Table 2 (Provider One data elements).

   RESPONSE: Great Rivers BHO is currently using the NetSmart (NTST) product Avatar to collect all required mental health data elements (both non-Provider One and Provider One). Avatar currently has the ability to collect many of the new data elements listed. Those elements not already contained within the system are being added programmatically to the Avatar software products, including processes that allow direct data entry (DDE), electronic data interchange (EDI) with an agency, EDI to the BHO, and external interfaces including ProviderOne (837) and state CIS submissions. Please note that Great Rivers BHO has a detailed project plan that addresses all of the business and IT aspects related to the state's requirements. Following are key milestones that identify significant delivery dates leading up to the BHO launch:

Description	Date / Status
Software requirement specifications documented	Complete
Vendor specifications review / final changes	Complete
Software programming	In process 10/31/2015
User acceptance testing	12/31/2015
Product finalization (including customized configuration)	1/31/2016
Provider agency training / testing	3/31/2016

2. Describe your plan to assess and ensure the provider agencies in your network (or subcontractors) are able to submit client and service data that meets the BHO reporting requirements (as specified in table below).

a. Describe any barriers your substance use disorder treatment agencies have in meeting the data collection and transmission requirements?

RESPONSE: Several agencies (mental health and chemical dependency) within Great Rivers BHO's five county area already are familiar with the Avatar data system. Barriers for these agencies will be minimal. Agencies without prior electronic medical record experience and capabilities will experience the largest barriers. For those agencies, Great Rivers BHO intends to provide the necessary software, training, go-live support, and on-going support post-go-live. Great Rivers BHO will not be collecting information in spreadsheets for any of its partner agencies; rather it will assist all agencies to implement basic EDI functionality and will give them the necessary software, tools and support to be successful.

b. How are you communicating the data reporting requirements?

RESPONSE: We will be holding several trainings as part of the go-live process starting in January 2016. Prior to the January 2016 trainings, there will be several cross-functional (Administration, Finance, IT/IS, Clinical) provider meetings held in November/December 2015 to introduce the managed care requirements.

c. Describe technical assistance or other support you are providing to substance use disorder treatment agencies.

RESPONSE: We will be holding several meetings with providers and offering trainings beginning in January 2016 to bring these agencies online. Technical support needs will be identified with each individual agency in the November/December 2015 meetings. Ongoing support will be provided by the Great Rivers BHO IT/IS team to the agencies.

d. Describe the IT systems/EHRs used by the provider agencies in your network to collect and submit client and services information.

RESPONSE: Several agencies that have both mental health and chemical dependency treatment programs already utilize the Avatar system described above. One chemical dependency agency recently acquired an EHR called Dr. Cloud. They will be allowed the option of accessing the Avatar system for direct data entry, utilizing both their system and Avatar in combination, or be given the ability to exchange data from their system to Avatar. All of these options exist today and will be available with the new chemical dependency data elements.

3. Document your plan to collect client and services data from the substance use residential providers located throughout the state.

RESPONSE: Great Rivers BHO plans to implement contractual arrangements with residential providers outside of the Great Rivers BHO region. The contractual requirements would require these out-of-region providers to submit data elements just like any other service provider, which could include direct data entry or submission of supplemental files that are accepted into our systems for inclusion with the state data sets that are generated. BHOs in multiple regions are collaborating in order to set up processes that will facilitate the data flow and information across statewide utilization.

4. Document your systems capacity to collect, store, and submit funding source information associated with a person and service, in order to meet block grant reporting requirements.

   RESPONSE: We are able to collect and store funding source information within our current system. Submission of that information will require additional programming, in which we are prepared to engage with our vendor based on the requirements from the state. At this time, the funding source submission requirement has been dropped from the submission requirements. Great Rivers BHO remains flexible should the state need this information at a future time.

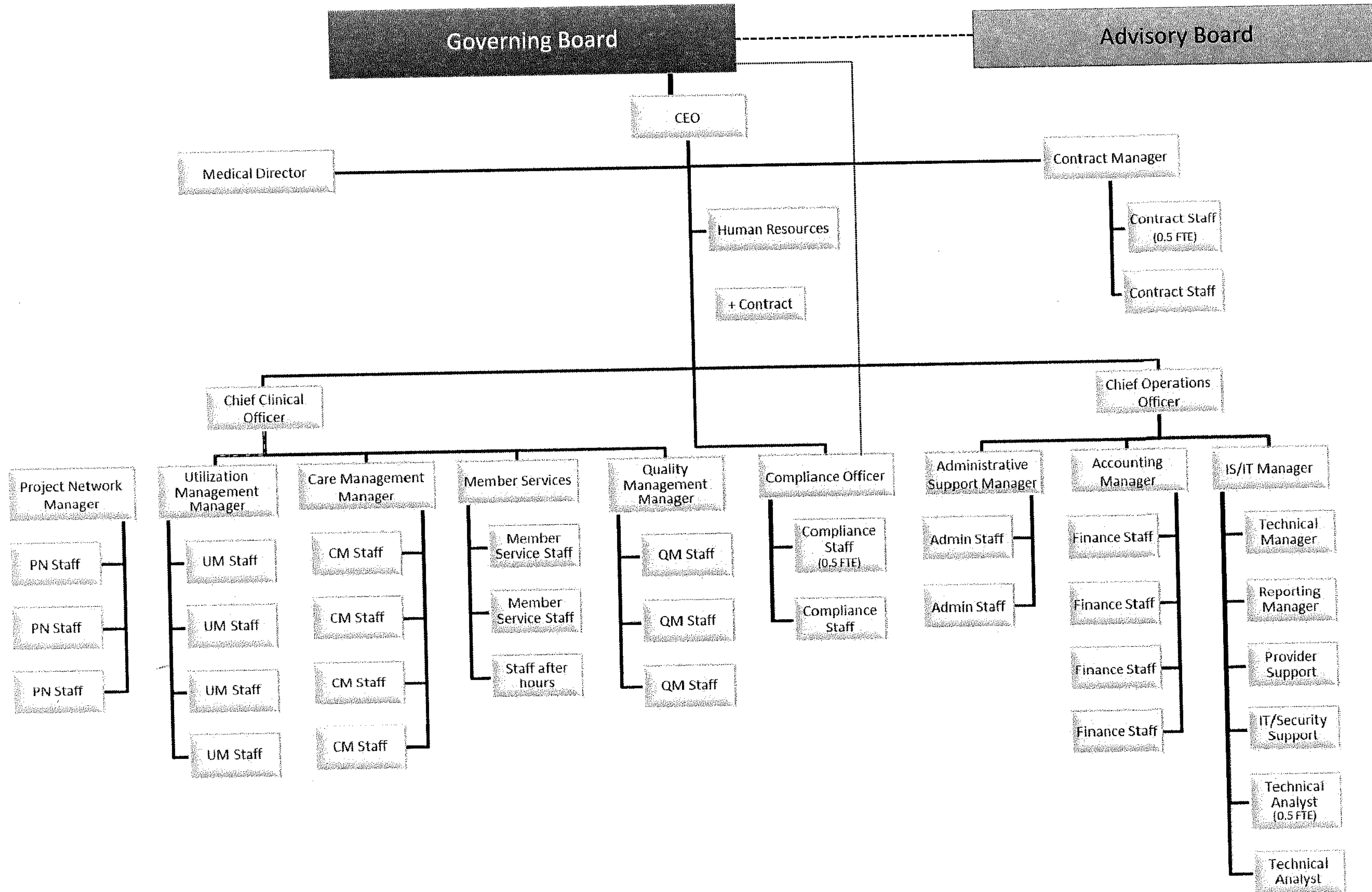
5. Describe how you will ensure that encounters are submitted within 30 days after the close of the month of service.

   RESPONSE: The agency has 10 business days to submit their encounters from the end of the prior month into Avatar. Those encounters then proceed to the BHO system within one (1) hour of the original submission. Once in the BHO system, they are available for reporting. Reporting will be based on a bi-weekly submission schedule beginning April 1, 2016 for those encounters that are produced on an 837 for ProviderOne submission. Error processes exist which capture all submission errors so that they can be researched, corrected and made available for submission.

Attachment 1: Organizational Chart

Great Rivers Behavioral Health Organization Chart

October 27, 2015



Attachment 2: Joint Agreement of County Authorities

Addressing Items (160) and (161).

GREAT RIVERS BEHAVIORAL HEALTH ORGANIZATION INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this ________day of______________, 2015, by and between Cowlitz, Grays Harbor, Wahkiakum, Pacific and Lewis counties hereinafter collectively referred to as the 'Parties';

WITNESSETH:

WHEREAS, the Parties have a mutual interest in forming a Behavioral Health Organization (BHO) to plan, coordinate and administer Behavioral Health Services; and

WHEREAS, RCW Chapter 39.34, entitled the "Interlocal Cooperation Act" permits local governments to make the most effective use of their powers by enabling them to cooperate with each other on the basis of mutual advantage, and thereby provide planning, administrative and program services in a manner that will accord best with geographic, economic and population factors; and

WHEREAS, Chapter 71.24 RCW provides for the establishment of behavioral health organizations;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PURPOSE and BACKGROUND:

- **a.** This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, among Cowlitz, Grays Harbor, Wahkiakum, Pacific and Lewis Counties, all political subdivisions of the State of Washington.

- **b.** The purpose of this Agreement is to establish a Behavioral Health Organization to carry out the responsibilities of a Behavioral Health Organization as defined in RCW 71.24.045 within the Regional Service Area composed of Cowlitz, Grays Harbor, Wahkiakum, Pacific, and Lewis Counties.

- **c.** Pursuant to RCW 39.34.030, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Background). Its duration is as specified in Section 2 (Duration of Agreement). Its organization, composition and the nature of its separate legal and administrative entity are set forth in Section 3 (Organization). Its manner of financing and manner of acquiring property are set forth in Section 5 (Assets and Liabilities). The method or methods to be employed in accomplishing partial or complete termination of the Agreement and disposing of its property are as set forth in Section 5 (b) (Distribution of Funds and Assets Upon Withdrawal of Party), Section 5(c) (Disposal of Assets Upon

Termination), Section 6 (Withdrawal) and Section 10 (Termination of the Agreement).

2. DURATION OF AGREEMENT:

a. **Basic Term:** This Agreement shall commence upon final approval of the Parties and shall be in force until such time that it is terminated by the member Counties.

b. This Agreement shall be effective as of the date of its execution and shall remain in effect until terminated.

c. **Implementation:**

1. For purposes of RCW 71.24.380(2)(b)(i)(c), Great Rivers Behavioral Health Organization (GRBHO) shall be deemed a "responding entity" and the Governing Board shall have full authority to submit a response and plan to the State of Washington and to expend the funds necessary to accomplish those tasks.

2. Full implementation of all behavioral health organization functions shall occur upon execution of necessary Behavioral Health Organization contracts with the State of Washington, not later than April 1, 2016.

3. ORGANIZATION:

a. **Name:** The name of the Behavioral Health Organization shall be **"Great Rivers Behavioral Health Organization"** (hereinafter referred to as **'GRBHO').** GRBHO shall be a separate legal entity with its own employees. On or before April 1, 2016, GRBHO will be organized as a Limited Liability Company or such other separate legal entity authorized by RCW 39.34.030 (3) (b) that satisfies legal requirements for contracting with the Washington State Department of Social and Health Services and that also adequately protects the member counties from tort liability.

b. **Governing Board:** GRBHO shall be governed by a Governing Board consisting of five (5) members. One (1) member shall represent each of the five (5) Counties. Each County is entitled to one (1) vote on the Governing Board; there shall be no weighted voting. The Board of County Commissioners for each County shall appoint a Governing Board member from its respective County. Appointments to the Governing Board shall be for two (2) year terms; provided, however, Governing Board members shall serve at the pleasure of the appointing authority. The respective appointing authorities shall also appoint one Alternate member for each Board Member. Alternate members shall have the same authority to attend, participate in, and vote at any meeting of the Board or a Committee as that County authority's member when such member is absent from the meetings. Each person so appointed shall commence service upon written notification to GRBHO of the name of the appointed member and Alternate member. Except as otherwise provided herein, a majority vote by a quorum of the members of the Governing Board shall be required for the Board to take action or exercise any of its powers; determination of a quorum shall be as set forth in the GRBHO By-Laws.

The powers of the Governing Board shall be those necessary to transact the business of the **Great Rivers Behavioral Health Organization,** including but not limited to:

i Hiring, evaluating and terminating the GRBHO Chief Executive Officer (CEO);

ii Reviewing, modifying, approving and adopting policies and procedures developed and presented by the BHO CEO or the Governing Board;

iii Reviewing, modifying, approving and adopting BHO budgets and contracts developed and presented by the BHO CEO or the Governing Board.

iv Reviewing, modifying, approving and adopting service delivery plans and operating plans developed and presented by the BHO CEO or the Governing Board;

v. Reviewing, modifying, approving, and adopting Advisory Board Bylaws and the bylaws/procedures of any other appointed Boards or Standing Committees.

vi. Adopting GRBHO Bylaws and approving amendments, alterations or repeals of the GRBHO Bylaws. Any such Bylaws shall be consistent with this Agreement.

vii. Taking any necessary or proper steps to exercise the powers of the Board.

c. **Chief Executive Officer:** The Governing Board shall establish and hire the position of GRBHO Chief Executive Officer (CEO) who will be responsible for ensuring compliance with all applicable statutes, rules, regulations, policies, Bylaws and contract provisions. The CEO has ultimate responsibility for the operations of GRBHO and provides the leadership to oversee and ensure operational compliance with business, financial, quality, and contract performance requirements. The CEO implements policies and develops strategic plans and the goals of the organization and reports directly to the Governing Board. The CEO exercises supervision over all personnel in the organization except for positions that the Governing Board may by Resolution designate as reporting directly to the Governing Board.

d. **Advisory Board:** The Governing Board shall establish an Advisory Board, which shall meet the requirements of the applicable DSHS contract(s) and provide for the inclusion of persons with lived experience, parents or legal guardians of persons with lived experience and/or self-identified as a person in recovery from a behavioral health disorder, law enforcement and/or corrections representation, and will include members from each County. The Advisory Board will meet once in a month if there is business to be conducted and may rotate the location of these meetings if approved by the Governing Board. Each County authority shall seek local input in selecting its representatives to the Advisory Board. The mechanism for seeking local input shall be left to the discretion of each County. Members of the Advisory Board shall be residents of the appointing Counties. Members of the Advisory Board shall serve at the pleasure of the appointing authority. Appointments to the Advisory Board shall be for three (3) year terms. The Advisory Board shall elect a chair and a vice-chair. The Advisory Board may propose its own by-laws, which may be approved or modified by the Governing Board. The Advisory Board's composition and duties shall be as described in WAC 388-865-0222, as may be amended from time to time, the DSHS contract, or other applicable State agency contract, and in the GRBHO By-laws as adopted by the Governing Board. The Parties shall allow for the inclusion of local Tribal authorities on the GRBHO Advisory Board pursuant to RCW 71.24.300

e. Administrative Entity:

1) The Governing Board is vested with general administrative responsibility for GRBHO activities including acting as the fiscal agent for the BHO. The Governing Board shall designate the location of the business office and such other branch offices as the Governing Board deems advisable for the efficient management of GRBHO, after receiving recommendations from the CEO. The Governing Board shall designate the county treasurer of one of the participating counties to be the custodian of all GRBHO funds as provided for in RCW 71.24.100. All BHO funds shall be deposited with the designated county treasurer and such county treasurer shall establish a special fund to be designated "Operating Fund of Great Rivers BHO." Interest on investment of BHO funds shall accrue to the benefit of said operating fund. GRBHO may retain the services of an attorney when deemed necessary and approved by the Governing Board.

2) GRBHO shall be composed of divisions with sufficient staffing necessary to carry out administrative and medical/clinical operations. Key administrative functions shall include, but not be limited to: Information systems and reporting; fiscal management; accounting; claims processing; purchasing and contracting; HR/Payroll; Compliance fraud and abuse; legal; public information; support to the BHO Advisory Board and Governing Board; and development and maintenance of administrative policies and procedures. Key medical/clinical functions shall include, but not be limited to: member services; medical management, care management/utilization management/appeals, quality management (QA/QI), provider relations, provider network development, ombudsman, and related policies and procedures development and management. Other functions may include, but are not limited to: specialized BHO program development and design and implementation of Evidence Based Practices. A detailed organizational plan/structure for carrying out these functions shall be approved by Resolution of the Governing Board, after considering the recommendations of the CEO and input from the GRBHO Advisory Board and other system partners.

3) Satellite Contracts.

To further the goals of maintaining an on-site presence in each county for implementation of BHO programs, fostering local community input, and coordinating BHO programs with programs managed by county health and human services departments, GRBHO may execute contracts with Cowlitz, Grays Harbor, Pacific, Wahkiakum, and Lewis Counties covering one or more of the following areas of interest:

(a) County level input;
(b) Liaison and coordination of programs between GRBHO and the County Health and Human Services Department, including, but not limited to, programs such as jail services, and therapeutic courts.
(c) Provider network training as independent contractors.
(d) County advisory boards.

4. INSURANCE, RISK MANAGEMENT, AND INDEMNIFICATION:

a. Risk Reserves: GRBHO will maintain Risk Reserve Funds as required by contract with the State of Washington, Department of Social and Health Services. If at any time, the balance of said Risk Reserve Fund goes below that which is required by contract, the GRBHO CEO shall immediately give notice to each Party to this Agreement and shall give monthly notices of the current balance of said Risk Reserve Fund each month thereafter until the balance of said fund meets the GRBHO contracted requirements. Risk Reserve Funds shall only be

used only as allowed in the DSHS or other applicable State agency or contract.

b. **Responsibility for Employees:** GRBHO employees shall not be considered employees of any of the member Counties. GRBHO shall be responsible for the actions of employees. GRBHO agrees to defend, indemnify, and hold harmless the other Parties to this Agreement against any and all claims arising out of the acts or omissions of the GRBHO employees. GRBHO additionally agrees to defend, indemnify, and hold harmless the other Parties to this Agreement against any and all claims brought by GRBHO employees as a result of their employment, including but not limited to claims for wrongful termination and for violation of employee rights.

c. **Claims based on acts of subcontractors:** This paragraph shall not be construed to create any rights whatsoever in any person or entity not a Party to this Agreement. The sole purpose of this paragraph is to allocate contribution among the Parties to this Agreement, in the event of claims brought against GRBHO as a result of the acts or omissions of GRBHO's subcontractors. It is the intent of the Parties to this Agreement that GRBHO is not liable for the acts or omissions of GRBHO's independent contractors. The GRBHO Governing Board shall include in all subcontracts provisions requiring subcontractors to indemnify GRBHO against any and all claims attributed to the acts or omissions of said subcontractors. The GRBHO Governing Board shall also require all subcontractors to maintain policies of general and professional liability insurance with limits of not less than $1,000.000.00 per occurrence, and $3,000,000.00 in the aggregate. As an additional level of protection, GRBHO shall, with GRBHO funds, purchase a policy or policies of liability insurance to cover against the risk of subcontractor liability. The limits of said additional insurance shall not be less than the sum of $20,000,000.00, combined single limit.

d. **Liability, Property Damage and Governing Board member's Errors and Omission Insurance:** The GRBHO Governing Board, with GRBHO Funds, shall purchase and maintain a liability and property damage policy that includes Governing Board members' Errors and Omission Insurance with limits of liability of not less than $1,000,000.00, combined single limit.

   Cowlitz County, Grays Harbor County, Wahkiakum County, Lewis County and Pacific County shall be included as additional named insureds on such policies and such policies shall include each county's officials, employees, agents, and volunteers when they are performing an official function for GRBHO as authorized by the GRBHO Governing Board or CEO. It is acknowledged by the Parties that all insurance coverage required to be provided by GRBHO is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the Parties.

e. **Cooperation and Judgment Sharing of Signatories:** The Parties shall cooperate in the defense of any claims or lawsuits as Signatories to this agreement. Whenever any Party receives a claim or lawsuit that could arise from GRBHO operations, it shall promptly give written notice thereof to the Governing Board and each other Party, and will cooperate reasonably with the other Parties.

   In the event the undersigned Parties are subject to judgment on claims incurred jointly and/or severally under this agreement and arising from the operations of GRBHO, each Signatory shall proportionally share potential liabilities arising out of this agreement. A Party's proportionate share is determined by dividing that Party's number of Medicaid covered lives by the total number of Medicaid covered lives in the Regional Service Area at the time judgment is entered. Nothing contained herein is intended to be, nor shall be deemed to be, an admission

of any liability to anyone or an admission of the existence of facts upon which liability could be based other than as the Parties being Signatories to this Agreement.

If any Party withdraws from this agreement pursuant to Paragraph 6 below, that Party shall continue to be obligated for their proportionate share of liability, costs and other obligations arising from any claims, damages, costs, judgments, settlements, and other liabilities as Signatories under this agreement or from operations of GRBHO that occurred prior to the effective date of their withdrawal.

f. **Hold Harmless**: Each Party to this Agreement agrees to indemnify and hold harmless all other Parties to this Agreement, their officers, agents, and employees from any claim or action, including but not limited to actions for misappropriation of funds, and provision of services, judgment, or lien for injury to persons or property damage caused by, resulting from or arising out of the sole negligence of the indemnifying Party, its officers, agents or employees. This subparagraph shall survive the termination of this Interlocal Agreement.

5. ASSETS AND LIABILITIES:

(a.) Definitions

For purposes of this Agreement, the term "funds" shall include cash and investments deposited with the designated County Treasurer and shall include the balances in reserve accounts including DSHS contract required risk reserves (Medicaid Risk and Inpatient Reserves, Non-Medicaid Inpatient Reserve Reserves), Operating Reserves (Medicaid), Operating Reserves (Non-Medicaid), Reserves for Encumbrances, Unencumbered Reserves, and Capital Reserves. The term "asset" shall mean real property, tangible personal property, and intangible personal property, including contract rights. On February 15, 2016, or at the next Governing Board meeting thereafter, the existing Finance Committee, which shall include representatives from each of the Parties to this Agreement, will present to the Governing Board for its consideration and approval a detailed plan (hereinafter referred to as the "asset transfer plan") itemizing projected reserve balances and liabilities of Timberlands Regional Support Network and Grays Harbor County Regional Support Network anticipated as of March 31, 2016. The plan will also detail current and ongoing projects that may utilize reserve funds specific to an RSN's spending plan previously approved by its governing board.

(b.) Initial Contributions of Funds and Assets

(i) Funds-Cowlitz and Grays Harbor Counties:

A. Grays Harbor County, on behalf of Cowlitz County; and Grays Harbor County, on behalf of Grays Harbor RSN, shall pay funds to GRBHO to be used for start-up costs during the implementation phase of GRBHO. The amount of such payment(s) and the payment schedule shall be as determined by the Implementation Phase Budget to be adopted by the GRBHO Governing Board.

B. On or before April 1, 2016, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO the Cowlitz County share of the DSHS contract-required reserves. On or before April 1, 2016, Grays Harbor County, on behalf of Grays Harbor RSN shall transfer or release to GRBHO the Grays Harbor RSN share of the DSHS contract required reserves. At that time, Grays Harbor County and Cowlitz County shall also transfer to GRBHO any personal property identified in the Asset Transfer Plan.

C. On or before July 1, 2016, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO 25% of Cowlitz County's proportional share of other reserves as identified in the Asset Transfer Plan; and Grays Harbor County, on behalf of Grays Harbor RSN, shall transfer or release to GRBHO 25% of Grays Harbor RSN's proportional share of other reserves as identified in the Asset Transfer Plan.

D. On or before October 1, 2016, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO 50% of Cowlitz County's proportional share of other reserves as identified in the Asset Transfer Plan; and Grays Harbor County, on behalf of Grays Harbor RSN, shall transfer or release to GRBHO 50% of Grays Harbor RSN's proportional share of other reserves as identified in the Asset Transfer Plan.

E. On or before April 1, 2017, Grays Harbor County, on behalf of Cowlitz County, shall transfer or release to GRBHO the balance of Cowlitz County's share of other reserves as identified in the Asset Transfer Plan then being held on behalf of Cowlitz County. On or before April 1, 2017, Grays Harbor County, on behalf of Grays Harbor RSN, shall transfer or release to GRBHO the balance of Grays Harbor RSN's share of other reserves as identified in the Asset Transfer Plan then being held on behalf of Grays Harbor RSN. Thereafter, any legitimate patient billings attributed to the operations of Grays Harbor County RSN prior to April 1, 2016, and which are submitted after April 1, 2017, shall be paid by GRBHO.

(ii) Funds-Lewis, Pacific, and Wahkiakum Counties, collectively:

A. Timberlands RSN, on behalf of Lewis, Pacific, and Wahkiakum Counties, collectively, shall pay funds to GRBHO to be used for start-up costs during the implementation phase of GRBHO. The amount of such payment(s) and the payment schedule shall be as determined by the Implementation Phase Budget to be adopted by the GRBHO Governing Board.

B. On or before April 1, 2016, Timberlands RSN on behalf of Lewis, Pacific, and Wahkiakum Counties, collectively, shall transfer or release to GRBHO the Timberlands RSN share of the DSHS contract required reserves. At that time, Timberlands RSN shall also transfer to GRBHO any personal property identified in the Asset Transfer Plan.

C. On or before July 1, 2016, Timberlands RSN shall transfer or release to GRBHO 25% of Timberlands RSN's proportional share of other reserves as identified in the Asset Transfer Plan.

D. On or before October 1, 2016, Timberlands RSN shall transfer or release to GRBHO 50% of Timberlands RSN's proportional share of other reserves as identified in the Asset Transfer Plan.

E. On or before April 1, 2017, Timberlands RSN shall transfer or release to GRBHO the balance of Timberlands RSN's share of other reserves as identified in the Asset Transfer Plan. Thereafter, any legitimate patient billings attributed to the operations of Timberlands RSN prior to April 1, 2016, and which are submitted after April 1, 2017, shall be paid by GRBHO.

(iii). ***Funds - Reconciliation of Contributions:***

A. Final transfers or release of funds (consistent with language above) shall be reconciled based upon finalized revenue and expenditure reports prepared by, or on behalf of, Grays Harbor County RSN and Timberlands RSN.

B. Grays Harbor RSN and Timberlands RSN will be responsible for paying any outstanding claims for services delivered prior to April 1, 2016, for their residents, except as provided above for claims submitted after April 1, 2017.

(iv). Contract Rights:

A. Grays Harbor County RSN shall transfer to GRBHO by way of novation or other appropriate legal instrument all of its behavioral health provider contracts and vendor contracts in effect on April 1, 2016.

B. Lewis, Pacific, and Wahkiakum Counties, collectively, shall transfer to GRBHO by way of novation or other appropriate legal instrument all of the behavioral health provider contracts and vendor contracts held by Timberlands Regional Support Network on April 1, 2016.

(v). Employees:

The employees of Grays Harbor RSN and Timberlands RSN and the constituent counties' Chemical Dependency (CD) and Mental Health administrative personnel as of April 1, 2016, shall be provided an opportunity to apply for employment with GRBHO. GRBHO will make the hiring decision on the basis of relevant criteria, including but not limited to, employment records, qualifications, experience, knowledge, and skills relevant to the functions of the applicable BHO positions. Current employees of Grays Harbor RSN and Timberlands RSN and the constituent counties' Chemical Dependency and Mental Health administrative personnel as of April 1, 2016, shall be given preference over outside applicants for the same position, assuming the competitors have comparable records, qualifications, experience, knowledge, and skills. Those offered an employment opportunity with GHRBO shall be employed by GRBHO on an at-will basis.

(c.) Distribution of Funds and Assets Upon Withdrawal of Party: If Party withdrawing pursuant to the provisions of this Agreement shall be entitled to a distribution of funds and assets, then its proportionate share of the GRBHO Reserves is to be determined according to the following formula:

1. For purposes of this subsection (c), "eligible populations" means

Medicaid-eligible disabled and non-disabled adults and children, and any newly eligible adults and children.

2. The withdrawing county shall be entitled to a proportion of GRBHO's Medicaid reserve dollars equal to the number of dollars GRBHO receives for eligible populations residing within the borders of the withdrawing county divided by the number of dollars GRBHO receives for all eligible populations within its service area. This figure shall be calculated as of the effective date of the withdrawing county's withdrawal.

3. The withdrawing county shall also be entitled to a percentage of currently held non-Medicaid reserve dollars equal to the percentage of the population of GRBHO's service area that resides within its borders. The proportionate share of non-Medicaid reserves shall be calculated by dividing the county census population by the BHO census population.

4. The distribution of funds and assets upon withdrawal of a Party may be further defined in the Asset Transfer Plan.

(d.) Disposal of Assets Upon Termination: All assets acquired on or after April 1, 2016, shall be the property of GRBHO, unless otherwise specified by the Governing Board at the time of acquisition of such asset. In the event of termination of this Agreement, all assets of GRBHO, after payment of all claims, obligations, and expenses of GRBHO, shall be distributed to terminating member governments proportionate to their respective covered lives. The Governing Board shall distribute the assets to terminating member governments within six (6) months after the disposition of the last pending claim by GRBHO.

(e.) Property: GRBHO shall acquire, hold and dispose of real and personal property subject to the same restrictions as imposed by Washington State law upon a County of the State of Washington.

(f.) Contingent Liabilities: Upon termination, the Governing Board shall complete and dissolve the business affairs of GRBHO. If liabilities of GRBHO at the time of termination exceed assets, each Party shall pay its share of any additional amounts necessary for final disposition of all claims, as determined according to the contribution and indemnification principles established in Section 4 of this Agreement and after determining the appropriate share of third Parties, if any, including but not limited to contractors of GRBHO and the State.

(g.) Pre-existing Liabilities: GRBHO is not responsible for any liabilities (contractual, tort, or otherwise) incurred or accrued by Timberlands Regional Support Network or Grays Harbor Regional Support Network or any individual member County prior to April 1, 2016. Grays Harbor County and Cowlitz County are not responsible for any pre-existing liabilities of Timberlands Regional Support Network or any of its individual member counties. Lewis, Pacific, and Wahkiakum Counties are not responsible for any pre-existing liabilities of Grays Harbor Regional Support Network, Grays Harbor County, or Cowlitz County.

6. **WITHDRAWAL:** Any Party hereto shall have the right to withdraw from this Agreement at any time, PROVIDED that the remaining Parties to this Agreement shall have received written

notification of the Party's intention to withdraw at least 120 days prior to the proposed effective date of such withdrawal; and PROVIDED FURTHER, that such notification is received at least 120 days prior to the expiration of the current fiscal year period. Withdrawal of one (1) or more Parties shall not terminate this Agreement for the remaining Parties. In the event that a Party withdraws from GRBHO, the remaining Parties may amend the Agreement for up to three (3) months to continue funding for services for eligible individuals residing within the geographic boundaries of the former member counties so as not to disrupt services to individuals enrolled for behavioral health services with the contracted provider in that area of the GRBHO. A new interlocal agreement must be adopted by the remaining member counties if they determine that they wish to continue Great Rivers Behavioral Health Organization. The newly adopted interlocal agreement will identify the geographic areas where behavioral services will be provided under that agreement. If the withdrawing Party will be providing BHO services or joining another BHO to provide such services, then that Party, subject to DSHS approval, shall be entitled to a lump sum payment as computed according to Section 5 (c). Such funds shall be provided to the withdrawing Party at least thirty (30) days prior to the effective date of the withdrawal.

7. **LOCAL ACCESS TO SERVICES:** GRBHO shall create an integrated system of care for persons in need of publicly funded behavioral health services. GRBHO shall ensure local access to outpatient community behavioral health services. The BHO shall have at least one (1) licensed mental health center and one (1) licensed chemical dependency treatment center within each County and shall ensure adequate funding for personnel to provide seven (7) day a week / twenty-four (24) hours per day crisis response in each County.

8. **ADDITIONAL ASSURANCES:**

a. Non-Discrimination. During the performance of this Agreement, no Party to this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services pursuant to this Agreement.

b. Debarment. Each Party certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. A Party shall provide immediate written notice to each of the other Parties if at any time a Party learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. GRBHO shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in any covered transaction unless authorized by the federal department or agency with which the transaction originated. GRBHO shall include the language and requirement of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties; no third-party beneficiary relationship is intended. Although the Parties recognize that pursuant to this Agreement, services may be provided to individuals receiving services under the Medicaid program, and RCW 71.05, RCW 71.24, RCW 71.34, RCW 70.96 (A), RCW 70.96 (B) and RCW 70.96 (C), it is not the intention of the Parties that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by the Parties to this Agreement.

9. **NEW MEMBERS:** GRBHO, through its Bylaws, shall provide for the reasonable admission of new member governments (including tribal governments).

10. **FINANCING AND BUDGET:** GRBHO shall be financed from State, Federal and local funds legally available for the provision of mental health services. The Governing Board shall establish and maintain such funds and accounts as may be required by good accounting practices and the State Budget Accounting Reporting System ('BARS').

11. **TERMINATION OF THE AGREEMENT**: This Agreement may be terminated at any time by the unanimous written consent of all of the Parties. Upon termination, this Agreement and the BHO shall continue for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of GRBHO.

12. **LEGAL NOTICES:** Legal Notices to Parties shall be sent prepaid by certified mail to the Governing Board member of the respective Party at such addresses as may be given in writing to the BHO.

13. **AMENDMENTS:** This Agreement may be amended at any time by the written approval of all of the Parties.

14. **PROHIBITION AGAINST ASSIGNMENT:** No Party may assign any right, claim, or interest it may have under this Agreement. No creditor, assignee or third Party shall have any right, claim, or title to any part, share, interest, fund, or asset of GRBHO.

15. **ENFORCEMENT:** GRBHO may enforce the terms of this Agreement.

16. **COUNTERPARTS:** This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. This Agreement shall be effective upon its execution by five (5) of the named Parties.

17. **FILING OF AGREEMENT:** A copy of this Agreement shall be filed with the County Auditor of Wahkiakum County as required by RCW 39.34.040.

18. **COMPLETE AGREEMENT:** The foregoing constitutes the full and complete agreement of the Parties. All oral understandings and agreements are set forth in writing herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement by authorized officials thereof on the dates indicated.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

____
Michael A. Karnofski, Chairman

____
Dennis P. Weber, Commissioner

____
Joe Gardner, Commissioner

Attest:____________________
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF GRAYS HARBOR COUNTY, WASHINGTON

____
Wes Cormier, Chair, District 1

____
Frank Gordon, Commissioner, District 2

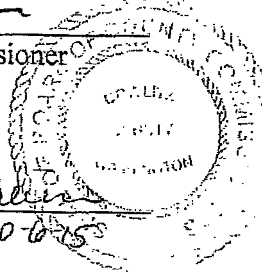
____
Vickie L. Raines, Commissioner, District 3

Board of County Commissioners
Of Cowlitz County, Washington

Michael A. Karnofski, Chairman

Dennis P. Weber, Commissioner

Joe Gardner, Commissioner



ATTEST:

Clerk of the Board 10-6-15

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

By: Glenn Carter, Chief Civil Deputy
Prosecuting Attorney

ATTEST:

Karri Muir, CMC, Clerk of the Board

Board of County Commissioners
Of Pacific County, Washington

Steve Rogers, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Board of County Commissioners
Of Grays Harbor County, Washington

Wes Cormier, Chair, District 1

Frank Gordon, Commissioner, District 2

Vickie L. Raines, Commissioner, District 3

ATTEST:

Clerk of the Board

Board of County Commissioners
of Lewis County, Washington

Edna J. Fund, Chair

P.W. Schulte, Vice Chair

Gary Stamper, Commissioner

Board of County Commissioners
Of Wahkiakum County, Washington

Daniel Cothren, Chair

Mike Bakcman, Vice-Chair

Blair Brady, Commissioner

ATTEST:

Beth Johnson, Clerk of the Board

Board of County Commissioners
Of Cowlitz County, Washington

Michael A. Karnofski, Chairman

Dennis P. Weber, Commissioner

Joe Gardner, Commissioner

Attest:
Clerk of the Board

Board of County Commissioners
Of Grays Harbor County, Washington

Wes Cormier, Chair, District 1

Frank Gordon, Commissioner, District 2

Vickie L. Raines, Commissioner, District 3

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

By: Glenn Carter, Chief Civil Deputy
Prosecuting Attorney

ATTEST:

Karri Muir, CMC, Clerk of the Board

Board of County Commissioners
of Lewis County, Washington

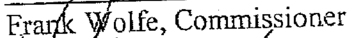
Edna J. Fund, Chair

P.W. Schulte, Vice Chair

Gary Stamper, Commissioner

Board of County Commissioners
Of Pacific County, Washington

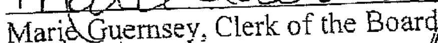
Steve Rogers, Chair



Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:



Marie Guernsey, Clerk of the Board
9/22/2015

Board of County Commissioners
Of Wahkiakum County, Washington

Daniel Cothren, Chair

Mike Backman, Vice-Chair

Blair Brady, Commissioner

ATTEST:

Beth Johnson, Clerk of the Board

IN WITNESS WHEREOF, the Parties have executed this Agreement by authorized officials thereof on the dates indicated.

BOARD OF COUNTY COMMISSIONERS
COWLITZ COUNTY, WASHINGTON

Michael A. Karnofski, Chairman

Dennis P. Weber, Commissioner

Joe Gardner, Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:
By:

Jonathan Meyer, Prosecuting Attorney

Glenn Carter, Chief Civil Deputy
Prosecuting Attorney

ATTEST:

Karri Muir, CMC, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON

Wes Cormier, Chair, District 1

Frank Gordon, Commissioner, District 2

Vickie L. Raines, Commissioner, District 3

ATTEST:

9-28-15
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Edna J. Fund, Chair

P.W. Schulte, Vice Chair

Gary Stamper, Commissioner

APPROVED AS TO FORM;
Jonathan Meyer, Prosecuting Attorney

By: ~~Glenn Carter, Chief~~ Civil Deputy
Prosecuting Attorney

ATTEST:

Karri Muir, CMC, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

Edna J. Fund, Chair

P.W. Schulte, Vice Chair

Gary Stamper, Commissioner

BOARD OF COUNTY COMMISSIONERS
OF PACIFIC COUNTY, WASHINGTON

, Commissioner

, Commissioner

, Commissioner

BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY, WASHINGTON

, Commissioner

, Commissioner

, Commissioner

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

By: Glenn Carter, Chief Civil Deputy
Prosecuting Attorney

ATTEST:

Karri Muir, CMC, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

Edna J. Fund, Chair

P.W. Schulte, Vice Chair

Gary Stamper, Commissioner

BOARD OF COUNTY COMMISSIONERS
OF PACIFIC COUNTY, WASHINGTON

, Commissioner

, Commissioner

, Commissioner

BOARD OF COUNTY COMMISSIONERS
OF WAHKIAKUM COUNTY, WASHINGTON

Mike Backman, Commissioner

, Commissioner

Blair H Brady, Commissioner

Approved as to form:

Daniel H. Bigelow
Prosecuting Attorney
9/29/15

RECEIVED
OCT 13 2015
G. H. Co. Health & Social Svcs.

Attachment 3: Current and Pending Contract Provider List

Addressing Item (273).

Agreement / Provider	Location / PIHP Service Benefit
`AIN-SS	PIHP Service Benefit ☐
Awakenings	Kelso
Cascade Mental Health Care	Centralia
Columbia Wellness	Longview
Community House on Braodway	Longview
Cowlitz Indian Tribe	Longview
ESD 113	
Eugenia Center	
Family Health Center	Longview
Fresh Start	
Love Overwhelming	
Strenthening Families	
Wahkiakum County Human Services	Cathlamet
Willapa Behavioral Health	Long Beach
MH and SUD: ITA Services	PIHP Service Benefit ☐
Cascade Mental Health Care	Centralia
Columbia Wellness	Longview
Wahkiakum County Human Services	Cathlamet
Willapa Behavioral Health	Long Beach
MH: Brief Outpatient Treatment	PIHP Service Benefit ☑
Cascade Mental Health Care	Centralia
Columbia Wellness	Longview
Community House on Braodway	Longview
Love Overwhelming	
Strenthening Families	
Wahkiakum County Human Services	Cathlamet
Willapa Behavioral Health	Long Beach
MH: Community Hospital Certification Process	PIHP Service Benefit ☐
Cascade Mental Health Care	Centralia
Columbia Wellness	Longview
Wahkiakum County Human Services	Cathlamet
Willapa Behavioral Health	Long Beach
MH: Crisis Services	PIHP Service Benefit ☑

	Cascade Mental Health Care	Centralia
	Columbia Wellness	Longview
	ProtoCall Technologies Inc.	Kirkland
	Wahkiakum County Human Services	Cathlamet
	Willapa Behavioral Health	Long Beach
MH: Family Treatment	PIHP Service Benefit	☑
	Cascade Mental Health Care	Centralia
	Columbia Wellness	Longview
	Community House on Braodway	Longview
	Love Overwhelming	
	Strenthening Families	
	Wahkiakum County Human Services	Cathlamet
	Willapa Behavioral Health	Long Beach
MH: Freestanding E&T	PIHP Service Benefit	☑
	Central Washington Comprehensive Mental Health	Yakima
	King County RSN	
	Kitsap Mental Health Services	Bremerton
	Pierce County	
	South Sound Behavioral Health Consortium	
	Thurston-Mason RSN	Olympia
MH: Group Treatment Services	PIHP Service Benefit	☑
	Cascade Mental Health Care	Centralia
	Columbia Wellness	Longview
	Community House on Braodway	Longview
	Love Overwhelming	
	Strenthening Families	
	Wahkiakum County Human Services	Cathlamet
	Willapa Behavioral Health	Long Beach
MH: High Intensity Treatment	PIHP Service Benefit	☑
	Cascade Mental Health Care	Centralia
	Columbia Wellness	Longview
	Love Overwhelming	
	Wahkiakum County Human Services	Cathlamet

Service / Provider	Location	PIHP Service Benefit
Willapa Behavioral Health	Long Beach	
MH: Individual Treatment Services		☑
Cascade Mental Health Care	Centralia	
Columbia Wellness	Longview	
Community House on Braodway	Longview	
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services	Cathlamet	
Willapa Behavioral Health	Long Beach	
MH: Inpatient, E&T		☑
Western State Hospital	Tacoma	
MH: Intake Evaluation		☑
Cascade Mental Health Care	Centralia	
Columbia Wellness	Longview	
Community House on Braodway	Longview	
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services	Cathlamet	
Willapa Behavioral Health	Long Beach	
MH: Medication Monitoring		☑
Cascade Mental Health Care	Centralia	
Columbia Wellness	Longview	
Community House on Braodway	Longview	
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services	Cathlamet	
Willapa Behavioral Health	Long Beach	
MH: MH Services in Residential Settings		☑
Elahan Place Adult Residential Treatment Facility	Vancouver	
Lifeline Connections	Vancouver	
MH: Peer Support		☑
Cascade Mental Health Care	Centralia	
Columbia Wellness	Longview	

Community House on Braodway		Longview
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services		Cathlamet
Willapa Behavioral Health		Long Beach
MH: Psychological Assessment	PIHP Service Benefit	☑
Cascade Mental Health Care		Centralia
Columbia Wellness		Longview
Community House on Braodway		Longview
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services		Cathlamet
Willapa Behavioral Health		Long Beach
MH: Rehabilitation Case Management	PIHP Service Benefit	☑
Cascade Mental Health Care		Centralia
Columbia Wellness		Longview
Community House on Braodway		Longview
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services		Cathlamet
Willapa Behavioral Health		Long Beach
MH: Residential MH Programs	PIHP Service Benefit	☐
Cowlitz Gardens		
The Villager Inn		
Tu County Town Home		
MH: Specail Population Evaluation	PIHP Service Benefit	☑
Cascade Mental Health Care		Centralia
Columbia Wellness		Longview
Community House on Braodway		Longview
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services		Cathlamet
Willapa Behavioral Health		Long Beach

Great Rivers Behavioral Health Organization

As of Monday, October 05, 2015 2:48:47 PM

Active Agreements

Service / Provider	Location	PIHP Service Benefit
'H: Stabilization Services		PIHP Service Benefit ☑
Cascade Mental Health Care	Centralia	
Columbia Wellness	Longview	
MH: Therapeutic Psychoeducation		PIHP Service Benefit ☑
Cascade Mental Health Care	Centralia	
Columbia Wellness	Longview	
Community House on Braodway	Longview	
Love Overwhelming		
Strenthening Families		
Wahkiakum County Human Services	Cathlamet	
Willapa Behavioral Health	Long Beach	
SUD: Alcohol/Drug Screening & Brief Intervention		PIHP Service Benefit ☑
Awakenings	Kelso	
Cascade Mental Health Care	Centralia	
Cowlitz Indian Tribe	Longview	
Eugenia Center		
Family Health Center	Longview	
Fresh Start		
Wahkiakum County Human Services	Cathlamet	
Willapa Behavioral Health	Long Beach	
SUD: Case Management Services		PIHP Service Benefit ☑
Awakenings	Kelso	
Cascade Mental Health Care	Centralia	
Cowlitz Indian Tribe	Longview	
ESD 113		
Eugenia Center		
Family Health Center	Longview	
Fresh Start		
Wahkiakum County Human Services	Cathlamet	
Willapa Behavioral Health	Long Beach	
'UD: Chemical Dependency Treatment - Outpatient TX		PIHP Service Benefit ☑
Awakenings	Kelso	
Cascade Mental Health Care	Centralia	

Service / Provider	Location		
Cowlitz Indian Tribe	Longview		
ESD 113			
Eugenia Center			
Family Health Center	Longview		
Fresh Start			
Wahkiakum County Human Services	Cathlamet		
Willapa Behavioral Health	Long Beach		
SUD: Chemical Dependency Treatment - TX in Residential Setting		PIHP Service Benefit	☑
ESD 113			
SUD: Laboratory Services		PIHP Service Benefit	☑
Awakenings	Kelso		
Cascade Mental Health Care	Centralia		
Cowlitz Indian Tribe	Longview		
ESD 113			
Eugenia Center			
Family Health Center	Longview		
Fresh Start			
Wahkiakum County Human Services	Cathlamet		
Willapa Behavioral Health	Long Beach		

Attachment 4: 2015 Mental Health Provider Adequacy Report

Addressing Item (279).

Managed Care Accessibility Analysis

December 11, 2013

A report on the accessibility of the

Grays Harbor Regional Support Network

for the enrollees of

Grays Harbor

Grays Harbor Regional Support Network

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Accessibility summary	2
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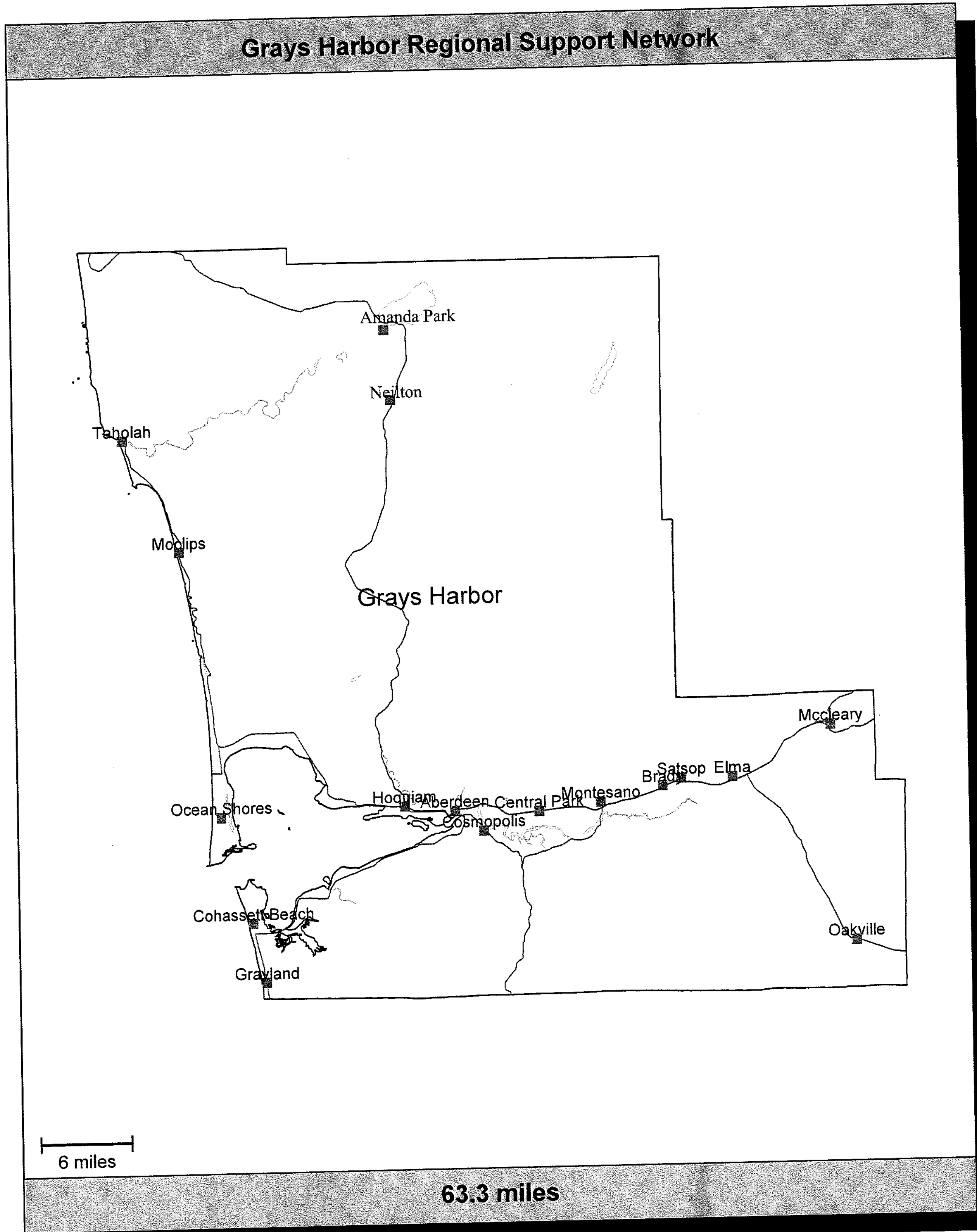
Accessibility summary	4
City provider count detail information	5
ZIP Code radius information	6
Cities inside Service area	7
Access standard comparison	8
Provider locations	9
Enrollee locations	10

Grays Harbor Regional Support Network

Geographic overview



Accessibility summary

Accessibility analysis specifications	
Provider group:	**Grays Harbor Providers** 4 providers at 4 locations (based on 4 records)
Enrollee group:	**Grays Harbor Enrollees** 15,292 enrollees
Access standard:	**1 Provider within 30 Miles**
All Enrollees:	15,292 (100%) 96.7% with access 3.3% without access

Average distance to a choice of providers for all enrollees

Number of providers	1	2	3	4	5
Miles	7.5	12.1	14.2	26.0	---

Key geographic areas

City	Total number of enrollees	All enrollees		
		Percent w	Percent wo	Average distance to 1 provider
ABERDEEN	5,389	100	0	3.0
HOQUIAM	2,806	100	0	1.6
ELMA	2,019	100	0	5.4
MONTESANO	1,158	100	0	10.0
OCEAN SHORES	820	100	0	13.9
WESTPORT	620	100	0	16.0
OAKVILLE	597	100	0	16.0
MCCLEARY	495	100	0	9.6
TAHOLAH	404	0	100	39.0
COSMOPOLIS	287	100	0	15.5

GeoAccess

Accessibility summary

Accessibility analysis specifications	
Provider group:	**Grays Harbor Providers** 4 providers at 4 locations (based on 4 records)
Enrollee group:	**Grays Harbor Enrollees** 15,292 enrollees
Access standard:	**1 Provider within 30 Miles**
Enrollees with desired access:	14,793 (96.7%)

Average distance to a choice of providers for enrollees with desired access

Number of providers	1	2	3	4	5
Miles	6.5	11.2	13.3	25.0	---

Key geographic areas

City	Total number of enrollees	Enrollees with desired access		
		Number	Percent	Average distance to 1 provider
ABERDEEN	5,389	5,389	100	3.0
HOQUIAM	2,806	2,806	100	1.6
ELMA	2,019	2,019	100	5.4
MONTESANO	1,158	1,158	100	10.0
OCEAN SHORES	820	820	100	13.9
WESTPORT	620	620	100	16.0
OAKVILLE	597	597	100	16.0
MCCLEARY	495	495	100	9.6
COSMOPOLIS	287	287	100	15.5
GRAYLAND	192	192	100	21.2

GeoAccess

Accessibility summary

Accessibility analysis specifications	
Provider group:	**Grays Harbor Providers** 4 providers at 4 locations (based on 4 records)
Enrollee group:	**Grays Harbor Enrollees** 15,292 enrollees
Access standard:	**1 Provider within 30 Miles**
Enrollees without desired access:	499 (3.3%)

Average distance to a choice of providers for enrollees without desired access

Number of providers	1	2	3	4	5
Miles	38.0	38.8	40.4	54.8	---

Key geographic areas

City	Total number of enrollees	Enrollees without desired access		
		Number	Percent	Average distance to 1 provider
TAHOLAH	404	404	100	39.0
AMANDA PARK	83	83	100	34.1
QUINAULT	12	12	100	34.0

GeoAccess

Grays Harbor Regional Support Network

City provider count detail information

Grays Harbor Providers

County/City	Total number of enrollees	Total number of providers Grp. 1
GRAYS HARBOR		
ABERDEEN	5,389	1
AMANDA PARK	83	0
COPALIS BEACH	97	0
COPALIS CROSSING	30	0
COSMOPOLIS	287	0
ELMA	2,019	1
GRAYLAND	192	0
HOQUIAM	2,806	2
HUMPTULIPS	72	0
MALONE	17	0
MCCLEARY	495	0
MOCLIPS	34	0
NEILTON	46	0
OAKVILLE	597	0
OCEAN SHORES	820	0
PACIFIC BEACH	63	0
QUINAULT	12	0
SATSOP	51	0
TAHOLAH	404	0
WESTPORT	620	0
Subtotal GRAYS HARBOR - WA	14,134	4
JEFFERSON		
MONTESANO	1,158	0
Subtotal JEFFERSON - WA	1,158	0
Subtotal WA	15,292	4
TOTALS	**15,292**	4

Provider group: 1 - Grays Harbor Providers

Enrollee group: Grays Harbor Enrollees

GeoAccess

Grays Harbor Regional Support Network

ZIP Code radius information

Geographic Center Point Analysis

City	ZIP Code	Total number of enrollees	Total number of providers	Providers within x miles			
				5.0	10.0	15.0	20.0
ABERDEEN	98520	5,389	1	0	1	3	3
AMANDA PARK	98526	83	0	0	0	0	0
COPALIS BEACH	98535	97	0	0	0	0	3
COPALIS CROSSING	98536	30	0	0	0	0	1
COSMOPOLIS	98537	287	0	0	0	0	1
ELMA	98541	2,019	1	1	1	1	1
GRAYLAND	98547	192	0	0	0	3	3
HOQUIAM	98550	2,806	2	0	1	3	3
HUMPTULIPS	98552	72	0	0	0	0	0
MALONE	98559	17	0	0	1	1	1
MCCLEARY	98557	495	0	0	1	1	1
MOCLIPS	98562	34	0	0	0	0	0
MONTESANO	98563	1,158	0	0	0	0	0
NEILTON	98566	46	0	0	0	0	0
OAKVILLE	98568	597	0	0	0	1	1
OCEAN SHORES	98569	820	0	0	0	2	3
PACIFIC BEACH	98571	63	0	0	0	0	0
QUINAULT	98575	12	0	0	0	0	0
SATSOP	98583	51	0	1	1	1	4
TAHOLAH	98587	404	0	0	0	0	0
WESTPORT	98595	620	0	0	0	0	2

Enrollee group: Grays Harbor Enrollees
Provider group: Grays Harbor Providers
ZIP codes included are from the Enrollee group and Provider group

Grays Harbor Regional Support Network

Cities inside Service area

Grays Harbor		
County/City	Total number of enrollees	Total number of providers
GRAYS HARBOR		
ABERDEEN	5,389	1
AMANDA PARK	83	0
COPALIS BEACH	97	0
COPALIS CROSSING	30	0
COSMOPOLIS	287	0
ELMA	2,019	1
GRAYLAND	192	0
HOQUIAM	2,806	2
HUMPTULIPS	72	0
MALONE	17	0
MCCLEARY	495	0
MOCLIPS	34	0
NEILTON	46	0
OAKVILLE	597	0
OCEAN SHORES	820	0
PACIFIC BEACH	63	0
QUINAULT	12	0
SATSOP	51	0
TAHOLAH	404	0
WESTPORT	620	0

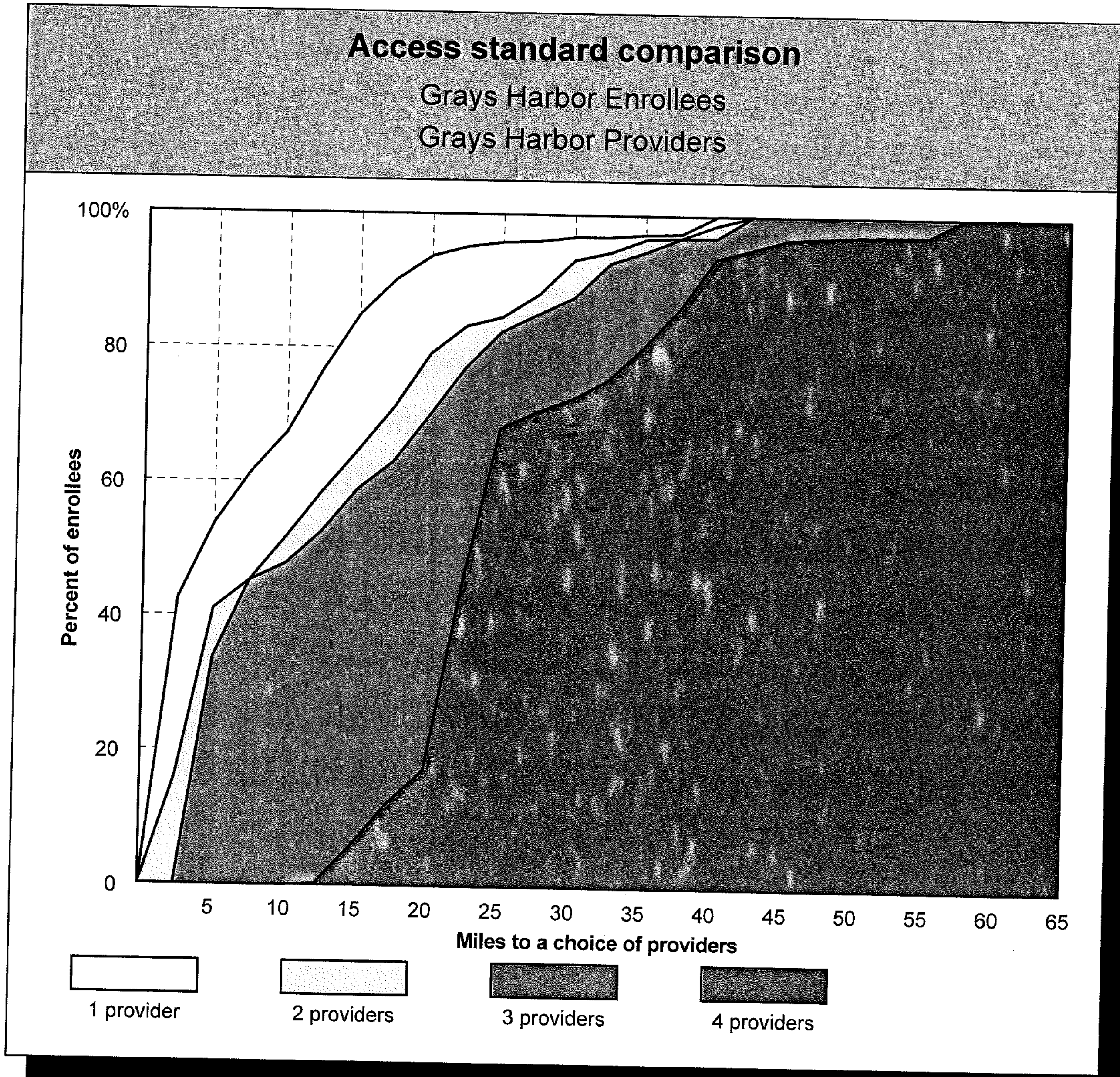
GeoAccess

Filter: Inside

Provider group: Grays Harbor Providers

Enrollee group: Grays Harbor Enrollees

Access standard comparison

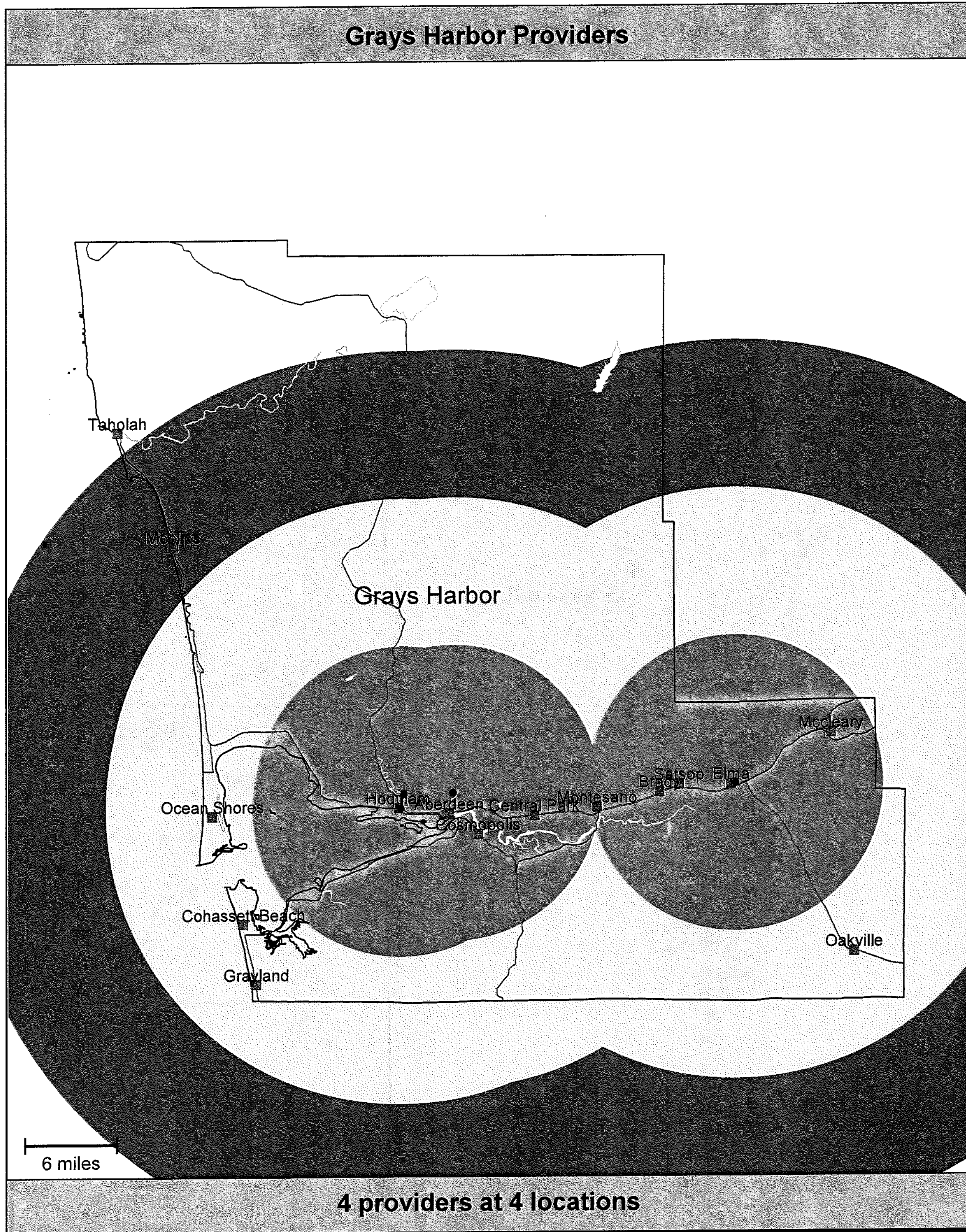


Average distance to a choice of
Grays Harbor Providers

Number of providers	1	2	3	4	5
Miles	7.5	12.1	14.2	26.0	---

GeoAccess

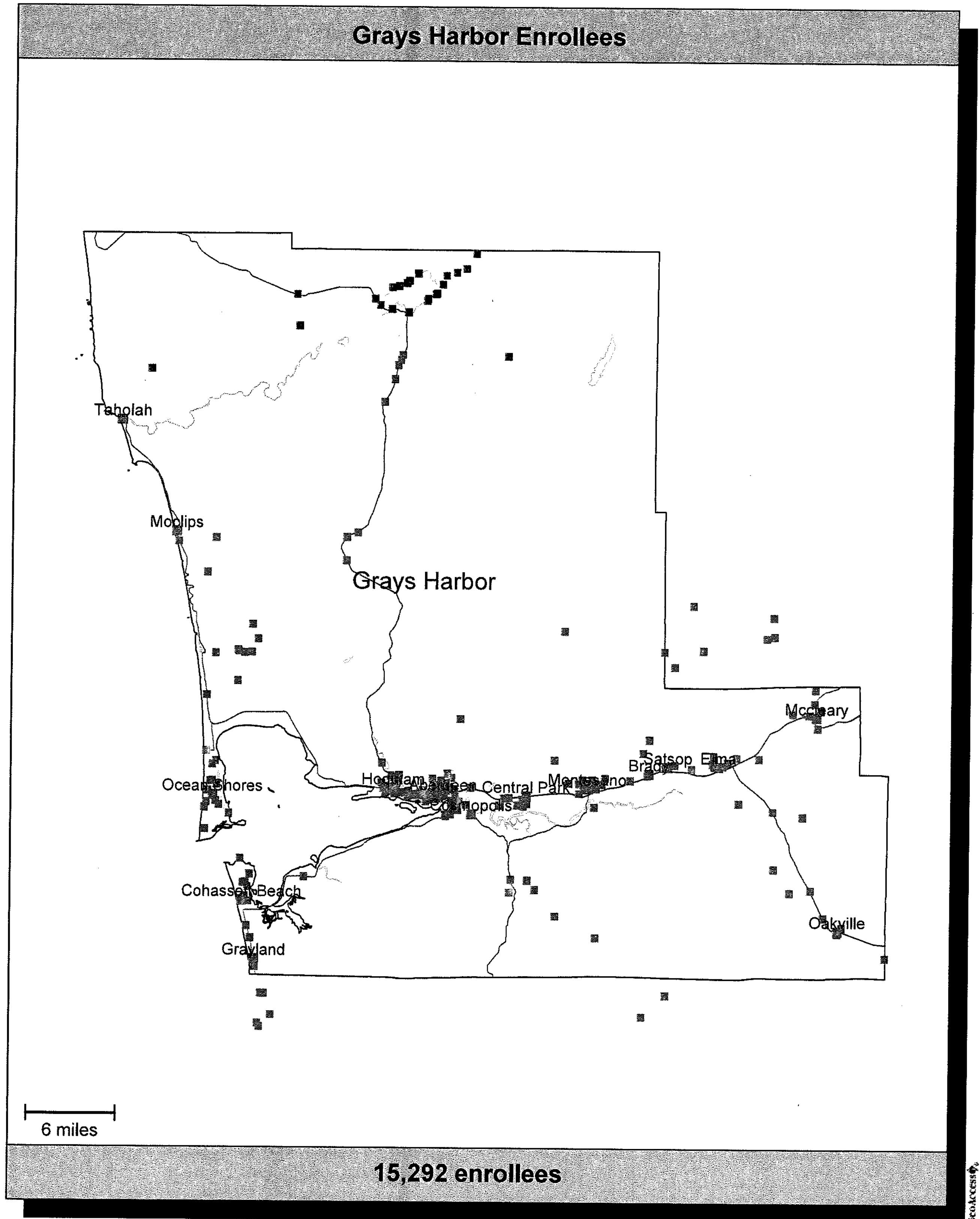
Provider locations



- Provider locations (4)

- 10 mile radius
- 20 mile radius
- 30 mile radius

Enrollee locations



■ Enrollees with access (14,793)
■ Enrollees without access (499)

Provider group: Grays Harbor Providers
Access standard: 1 Provider within 30 Miles

SAMPLE Great Rivers Managed Care Accessibility Analysis

June 11, 2015

Timberlands Regional Support Network

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Geographic overview 1

Accessibility summary 2

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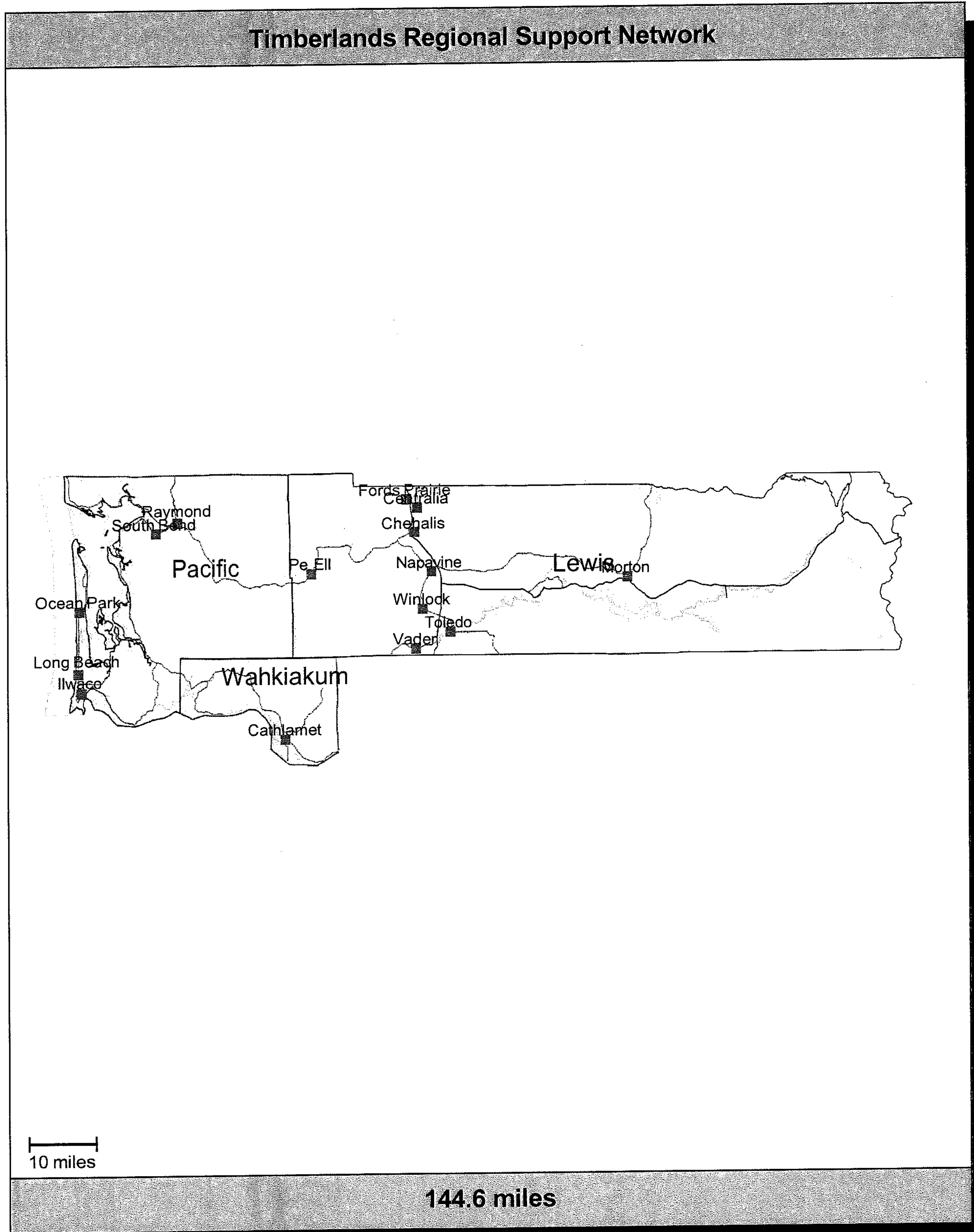
Enrollee locations 10

Geographic overview



Accessibility summary

Accessibility analysis specifications	
Provider group:	**TRSN Providers** 4 providers at 5 locations (based on 5 records)
Enrollee group:	**TRSN Enrollees** 30,009 enrollees
Access standard:	**1 Provider within 30 Miles**
All enrollees:	30,009 (100.0%) 99.2% with access 0.8% without access

Average distance to a choice of providers for all enrollees

Number of providers	1	2	3	4	5
Miles	9.0	34.5	42.3	51.0	69.1

Key geographic areas

City	Total number of enrollees	All enrollees		
		Percent w	Percent wo	Average distance to 1 provider
CENTRALIA	9,361	100.0	0.0	2.3
CHEHALIS	6,006	100.0	0.0	9.9
RAYMOND	1,859	100.0	0.0	2.8
WINLOCK	1,859	100.0	0.0	18.8
ONALASKA	1,125	100.0	0.0	19.3
OCEAN PARK	1,109	100.0	0.0	8.7
TOLEDO	1,022	100.0	0.0	25.3
LONG BEACH	896	100.0	0.0	1.8
SOUTH BEND	707	100.0	0.0	12.9
MORTON	674	100.0	0.0	4.4

GeoAccess

Accessibility summary

Accessibility analysis specifications	
Provider group:	**TRSN Providers** 4 providers at 5 locations (based on 5 records)
Enrollee group:	**TRSN Enrollees** 30,009 enrollees
Access standard:	**1 Provider within 30 Miles**
Enrollees with desired access:	29,766 (99.2%)

Average distance to a choice of providers for enrollees with desired access

Number of providers	1	2	3	4	5
Miles	8.8	34.2	41.9	50.6	68.7

Key geographic areas

City	Total number of enrollees	Enrollees with desired access		
		Number	Percent	Average distance to 1 provider
CENTRALIA	9,361	9,361	100.0	2.3
CHEHALIS	6,006	6,006	100.0	9.9
RAYMOND	1,859	1,859	100.0	2.8
WINLOCK	1,859	1,859	100.0	18.8
ONALASKA	1,125	1,125	100.0	19.3
OCEAN PARK	1,109	1,109	100.0	8.7
TOLEDO	1,022	1,022	100.0	25.3
LONG BEACH	896	896	100.0	1.8
SOUTH BEND	707	707	100.0	12.9
MORTON	674	674	100.0	4.4

GeoAccess

Accessibility summary

Accessibility analysis specifications	
Provider group:	**TRSN Providers** 4 providers at 5 locations (based on 5 records)
Enrollee group:	**TRSN Enrollees** 30,009 enrollees
Access standard:	**1 Provider within 30 Miles**
Enrollees without desired access:	243 (0.8%)

Average distance to a choice of providers for enrollees without desired access					
Number of providers	1	2	3	4	5
Miles	33.0	66.4	95.3	100.3	120.2

Key geographic areas				
		Enrollees without desired access		
City	Total number of enrollees	Number	Percent	Average distance to 1 provider
PACKWOOD	243	243	100.0	33.0

GeoAccess

City provider count detail information

TRSN Providers		
County/City	Total number of enrollees	Total number of providers Grp. 1
LEWIS		
ADNA	4	0
CENTRALIA	9,361	1
CHEHALIS	6,006	0
CINEBAR	119	0
CURTIS	88	0
DOTY	36	0
ETHEL	183	0
GALVIN	37	0
GLENOMA	291	0
MINERAL	126	0
MORTON	674	1
MOSSYROCK	593	0
NAPAVINE	151	0
ONALASKA	1,125	0
PACKWOOD	243	0
PE ELL	247	0
RANDLE	475	0
SALKUM	156	0
SILVER CREEK	151	0
TOLEDO	1,022	0
VADER	385	0
WINLOCK	1,859	0
Subtotal LEWIS - WA	23,332	2
PACIFIC		
BAY CENTER	70	0
CHINOOK	136	0
ILWACO	272	0
LEBAM	20	0
LONG BEACH	896	1
MENLO	13	0
NAHCOTTA	15	0
NASELLE	295	0
OCEAN PARK	1,109	0
OYSTERVILLE	21	0
RAYMOND	1,859	1
SEAVIEW	240	0
SOUTH BEND	707	0
TOKELAND	92	0
Subtotal PACIFIC - WA	5,745	2

Provider group: 1 - TRSN Providers

Enrollee group: TRSN Enrollees

GeoAccess

City provider count detail information

TRSN Providers		
County/City	Total number of enrollees	Total number of providers Grp. 1
WAHKIAKUM		
CATHLAMET	648	1
GRAYS RIVER	77	0
ROSBURG	66	0
SKAMOKAWA	141	0
Subtotal WAHKIAKUM - WA	932	1
Subtotal WA	30,009	5

Timberlands Regional Support Network

ZIP Code radius information

Geographic Center Point Analysis							
City	ZIP Code	Total number of enrollees	Total number of providers	Providers within x miles			
				5.0	10.0	15.0	20.0
ADNA	98522	4	0	0	0	1	1
BAY CENTER	98527	70	0	0	0	1	1
CATHLAMET	98612	648	1	0	1	1	1
CENTRALIA	98531	9,361	1	1	1	1	1
CHEHALIS	98532	6,006	0	0	1	1	1
CHINOOK	98614	136	0	0	0	1	1
CINEBAR	98533	119	0	0	0	0	1
CURTIS	98538	88	0	0	0	0	0
DOTY	98539	36	0	0	0	0	1
ETHEL	98542	183	0	0	0	0	0
GALVIN	98544	37	0	1	1	1	1
GLENOMA	98336	291	0	0	1	1	1
GRAYS RIVER	98621	77	0	0	0	0	1
ILWACO	98624	272	0	1	1	1	1
LEBAM	98554	20	0	0	0	0	1
LONG BEACH	98631	896	1	1	1	1	1
MENLO	98561	13	0	0	1	1	1
MINERAL	98355	126	0	0	0	1	1
MORTON	98356	674	1	1	1	1	1
MOSSYROCK	98564	593	0	0	0	1	1
NAHCOTTA	98637	15	0	0	1	1	1
NAPAVINE	98565	151	0	0	0	1	1
NASELLE	98638	295	0	0	0	0	1
OCEAN PARK	98640	1,109	0	0	0	1	1
ONALASKA	98570	1,125	0	0	0	0	0
OYSTERVILLE	98641	21	0	0	0	1	1
PACKWOOD	98361	243	0	0	0	0	0
PE ELL	98572	247	0	0	0	0	0
RANDLE	98377	475	0	0	0	0	0
RAYMOND	98577	1,859	1	0	1	1	1
ROSBURG	98643	66	0	0	0	0	1
SALKUM	98582	156	0	0	0	0	1
SEAVIEW	98644	240	0	1	1	1	1
SILVER CREEK	98585	151	0	0	0	1	1
SKAMOKAWA	98647	141	0	0	1	1	1
SOUTH BEND	98586	707	0	0	0	1	1
TOKELAND	98590	92	0	0	0	0	1
TOLEDO	98591	1,022	0	0	0	0	0
VADER	98593	385	0	0	0	0	0
WINLOCK	98596	1,859	0	0	0	0	1

GeoAccess

Enrollee group: TRSN Enrollees
Provider group: TRSN Providers
ZIP codes included are from the Enrollee group and Provider group

Cities inside Service area

Timberlands Regional Support Network		
County/City	Total number of enrollees	Total number of providers
LEWIS		
ADNA	4	0
CENTRALIA	9,361	1
CHEHALIS	6,006	0
CINEBAR	119	0
CURTIS	88	0
DOTY	36	0
ETHEL	183	0
GALVIN	37	0
GLENOMA	291	0
MINERAL	126	0
MORTON	674	1
MOSSYROCK	593	0
NAPAVINE	151	0
ONALASKA	1,125	0
PACKWOOD	243	0
PE ELL	247	0
RANDLE	475	0
SALKUM	156	0
SILVER CREEK	151	0
TOLEDO	1,022	0
VADER	385	0
WINLOCK	1,859	0
PACIFIC		
BAY CENTER	70	0
CHINOOK	136	0
ILWACO	272	0
LEBAM	20	0
LONG BEACH	896	1
LONG ISLAND	0	0
MENLO	13	0
NAHCOTTA	15	0
NASELLE	295	0
OCEAN PARK	1,109	0
OYSTERVILLE	21	0
RAYMOND	1,859	1
SEAVIEW	240	0
SOUTH BEND	707	0
TOKELAND	92	0
WAHKIAKUM		
CATHLAMET	648	1
GRAYS RIVER	77	0

Filter: Inside
Provider group: TRSN Providers

Enrollee group: TRSN Enrollees

Cities inside Service area

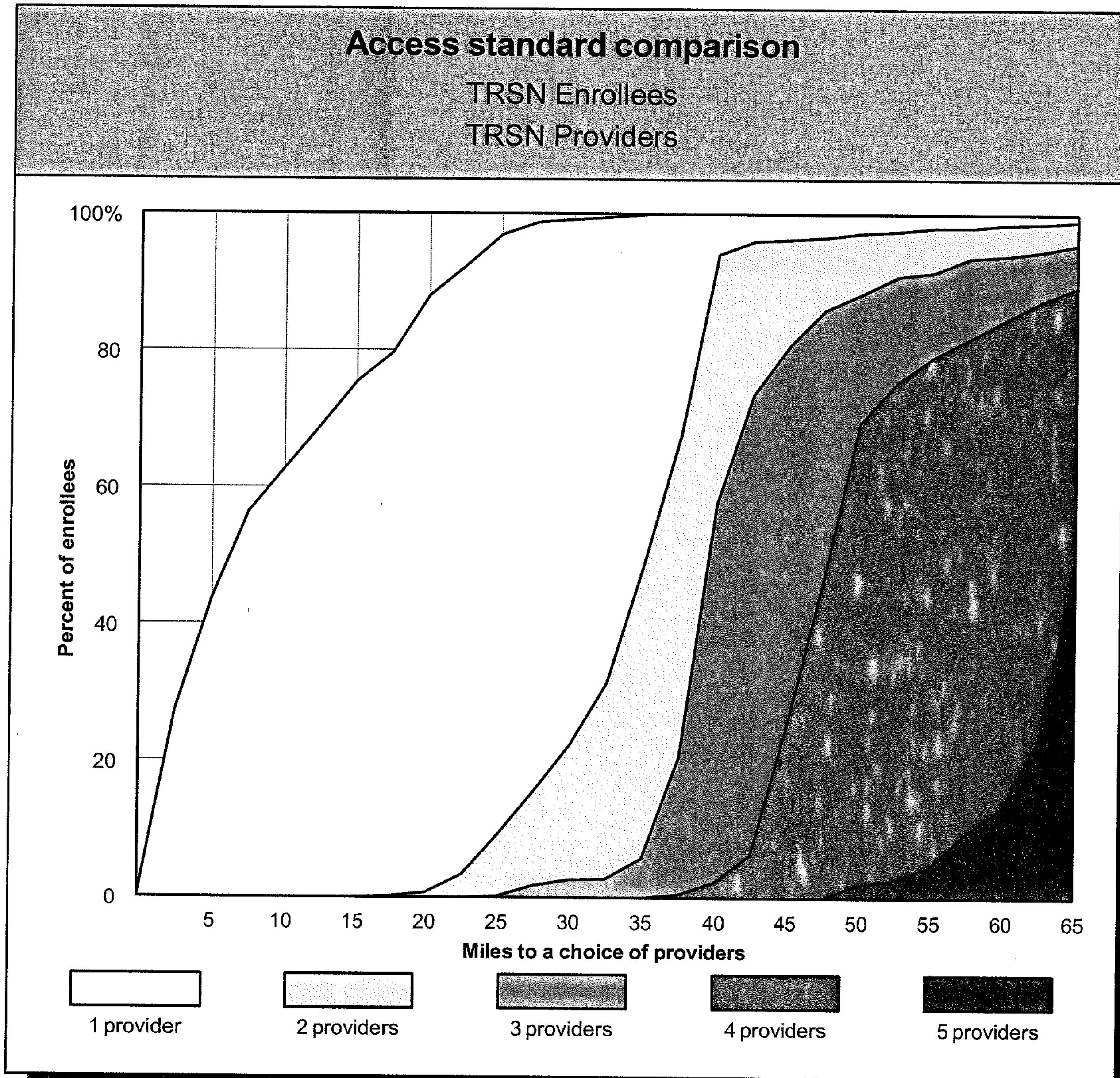
Timberlands Regional Support Network		
County/City	Total number of enrollees	Total number of providers
WAHKIAKUM		
ROSBURG	66	0
SKAMOKAWA	141	0
TOTALS	**30,009**	**5**

Filter: Inside
Provider group: TRSN Providers

Enrollee group: TRSN Enrollees

GeoAccess

Access standard comparison

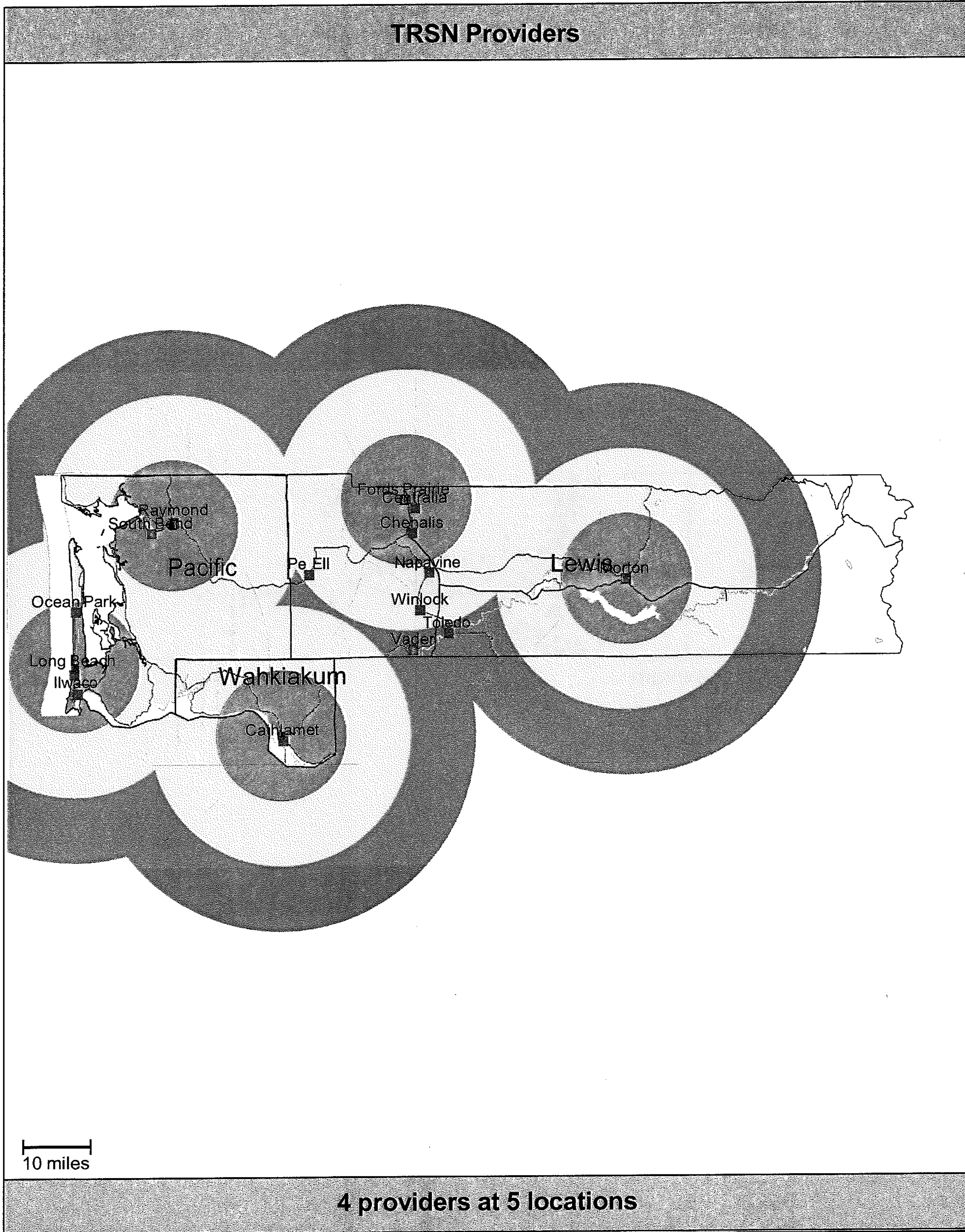


Average distance to a choice of TRSN Providers

Number of providers	1	2	3	4	5
Miles	9.0	34.5	42.3	51.0	69.1

GeoAccess

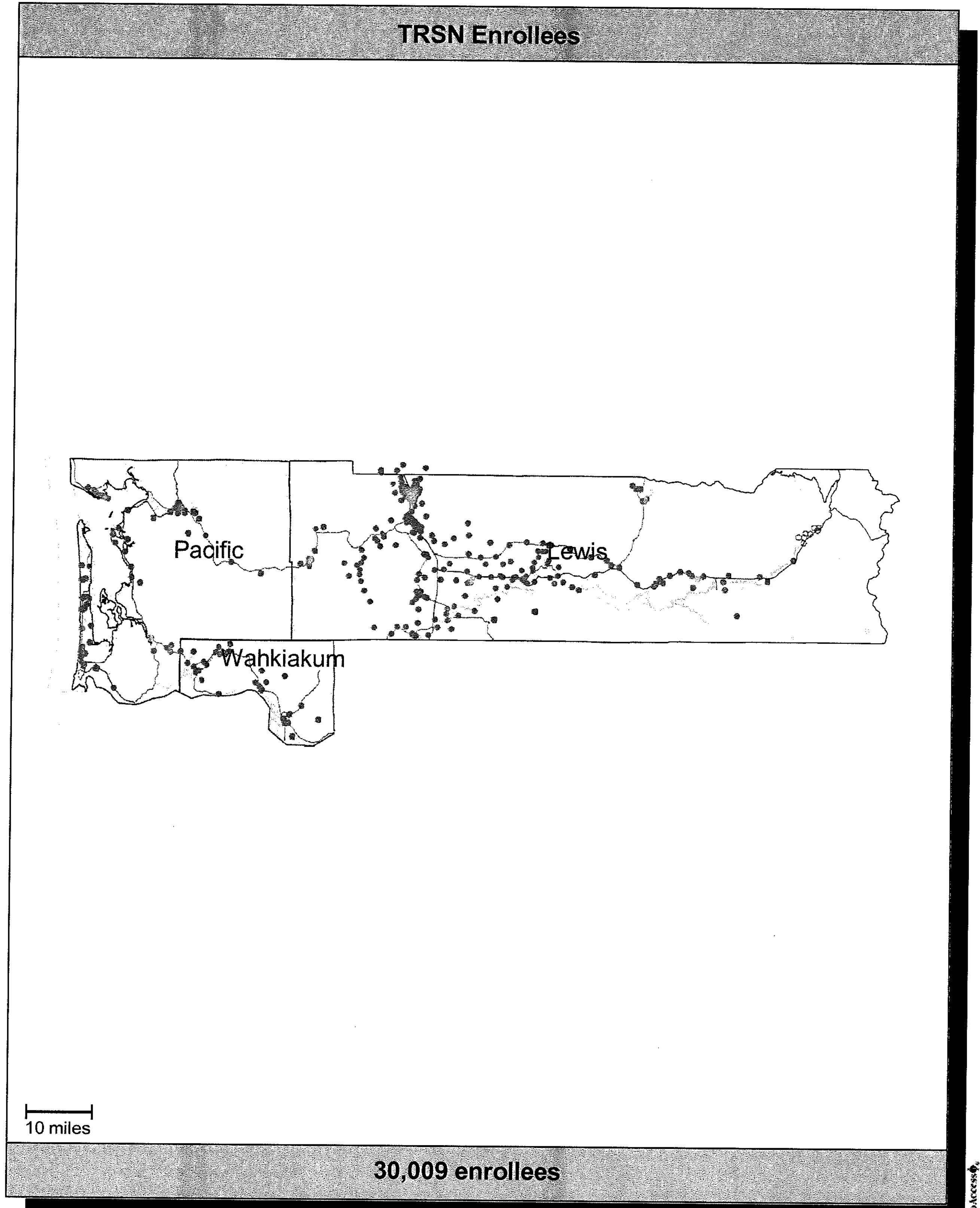
Provider locations



■ Provider locations (5)

10 mile radius
20 mile radius
30 mile radius

Enrollee locations



- Enrollees with access (29,766)
- Enrollees without access (243)

Provider group: TRSN Providers
Access standard: 1 Provider within 30 Miles

Attachment 5: Agreements with City and County Jails

Addressing Item (174).

Timberlands RSN Provider Contract
STATE
September 1, 2015 through March 31, 2016

This contract is between Timberlands Regional Support Network (TRSN) and the Contractor identified below:

CASCADE MENTAL HEALTH CARE	Contract Start Date:	**September 1, 2015**
2428 West Reynolds Avenue	Contract End Date:	**March 31, 2016**
Centralia, WA 98531	Budget Authority:	**State Funds**
Telephone: (360) 330-9044		
Fax: (360) 736-3139		

Program Contact:	**Richard Stride, Executive Director 360 330-9044**
Fiscal Contact:	Michelle Wilsie, Director of Administration 360 330-9044
TRSN Contact:	**Brian Cameron, Administrator 360 795-3118**
Fiscal Contact:	Wendy Werner, Operation/Deputy Administrator 360 795-3118

Cascade Mental Health Care hereinafter referred to as the Contractor, agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

FOR TIMBERLANDS RSN:	**FOR CASCADE MENTAL HEALTH CARE:**
______________________________	______________________________
Frank Wolfe TRSN Governing Board Chair	**Richard J. Stride** Cascade MHC Chief Executive Officer
____________________ Date	____________________ Date

1. SPECIAL PROJECTS

1.1. Jail Coordination Services.

1.1.1. The Contractor shall coordinate jail transition services with TRSN, local law enforcement and jail personnel within available funds specifically identified for this purpose. The contractor must identify the process and procedures to be implemented and must detail a referral process for persons who are incarcerated and have been diagnosed with a mental illness or identified as in need of mental health services. It must also include a process to include communication and coordination to TRSN client offenders placed in an out of jurisdiction contract facility.

1.1.1.1. The Contractor shall identify and provide transition services to persons with mental illness who are incarcerated in local jails to expedite their applications for DSHS benefits and facilitate coordination of care upon their return to the community.

1.1.1.2. The Contractor shall develop and maintain a roster of all individuals identified, including dates services were initiated, the offender returned to the community and when services were ended The roster is electronic and cumulative, and a quarterly edition must be included with the Quarterly Reports submitted to the TRSN. The client chart must contain notes of services provided through jail services programming. The client chart must make note, in a clearly recognizable manner, of when Jail Services began, and when they ended.

1.1.1.3. The Contractor shall accept referrals for intake of persons who are not enrolled in community mental health services but who meet priority populations as defined in RCW 71.24. The Contractor shall conduct mental health intake assessments for these persons and when appropriate provide transition services prior to their release from jail.

1.1.1.4. The Contractor shall participate with TRSN in the development and execution Memorandum of Understanding with local community service offices (CSO) for expedited application or reinstatement of medical assistance for individuals in jails, prisons, or IMDs. The Contractor shall assist individuals with mental illness in completing and submitting applications for medical assistance to the local CSO prior to release from jail.

1.1.1.5. The Contractor shall initiate Pre-release services, which shall include:

- Mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by jail staff, or officers of the court.
- Mental health intake assessments for persons identified during

the mental health screening as a member of the priority populations as defined in Chapter 71.24 RCW.

- Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.

- Other prudent pre-release (including pre-trial) case management and transition planning.

1.1.1.6. Provision of direct mental health services to individuals who are in jails when the jails have no mental health staff.

1.1.1.7. Implement intensive post-release outreach to ensure best possible follow-up with the CSO and appointments for mental health and other services (e.g. substance abuse, medical care) and promote engagement with mental health services to stabilize client in the community.

1.1.2. After providing the services in 13.1.1 the Contractor may use any remaining Jail Coordination Services funds provided to facilitate any of the following activities:

1.1.2.1. Daily cross-reference between new bookings and the TRSN database to identify newly booked, persons known to the TRSN.

1.1.2.2. Development of individual alternative service plans (alternative to the jail) for submission to the courts.

1.1.2.3. Inter-local agreements with juvenile detentions facilities.

1.1.2.4. Provision of up to a seven (7) day supply of medications prescribed for the treatment of mental health symptoms following the release from jail.

1.1.2.5. Training to local law enforcement and jail services personnel.

EXHIBIT A

BUDGET PROVISIONS

1. **Regular State funds:** Beginning services September 1, 2015 State funds shall be paid in equal monthly installments of $21,559.26 through March 31, 2016 for services found in section 13 of the contract. Jail Coordination Services shall be paid in monthly installments up to $3,500.

Timberlands RSN Provider Contract
STATE
September 1, 2015 through March 31, 2016

This contract is between Timberlands Regional Support Network (TRSN) and the Contractor identified below:

WILLAPA BEHAVIORAL HEALTH 2204 North Pacific Hwy Long Beach, WA 98631 Telephone: 360 642-3787 Fax: 360 642-2096	Contract Start Date: Contract End Date: Budget Authority:	**September 1, 2015** **March 31, 2016** **STATE Funds**
Program Contact:	**Geri Marcus, Executive Director 360 642-3787**	
Fiscal Contact:	Bob Caetano, Finance Director 360 642-3787 x222	
TRSN Contact:	**Brian Cameron, Administrator 360 795-3118**	
Fiscal Contact:	Wendy Werner, Fiscal Contact 360 795-3118	

Willapa Behavioral Health hereinafter referred to as the Contractor, agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

FOR TIMBERLANDS RSN:

Frank Wolfe
TRSN Governing Board Chair

Date

FOR WILLAPA BEHAVIORAL HEALTH:

Geri Marcus
Willapa BH Executive Officer

Date

1.1. **Jail Coordination Services.**

1.1.1. The Contractor shall coordinate jail transition services with TRSN, local law enforcement and jail personnel within available funds specifically identified for this purpose. The contractor must identify the process and procedures to be implemented and must detail a referral process for persons who are incarcerated and have been diagnosed with a mental illness or identified as in need of mental health services. It must also include a process to include communication and coordination to TRSN client offenders placed in an out of jurisdiction contract facility.

1.1.1.1. The Contractor shall identify and provide transition services to persons with mental illness who are incarcerated in local jails to expedite their applications for DSHS benefits and facilitate coordination of care upon their return to the community.

1.1.1.2. The Contractor shall develop and maintain a roster of all individuals identified, including dates services were initiated, the offender returned to the community and when services were ended The roster is electronic and cumulative, and a quarterly edition must be included with the Quarterly Reports submitted to the TRSN. The client chart must contain notes of services provided through jail services programming. The client chart must make note, in a clearly recognizable manner, of when Jail Services began, and when they ended.

1.1.1.3. The Contractor shall accept referrals for intake of persons who are not enrolled in community mental health services but who meet priority populations as defined in RCW 71.24. The Contractor shall conduct mental health intake assessments for these persons and when appropriate provide transition services prior to their release from jail.

1.1.1.4. The Contractor shall participate with TRSN in the development and execution Memorandum of Understanding with local community service offices (CSO) for expedited application or reinstatement of medical assistance for individuals in jails, prisons, or IMDs. The Contractor shall assist individuals with mental illness in completing and submitting applications for medical assistance to the local CSO prior to release from jail.

1.1.1.5. The Contractor shall initiate Pre-release services, which shall include:

- Mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by jail staff, or officers of the court.
- Mental health intake assessments for persons identified during the mental health screening as a member of the priority populations as defined in Chapter 71.24 RCW.
- Facilitation of expedited medical and financial eligibility

determination with the goal of immediate access to benefits upon release from incarceration.

- Other prudent pre-release (including pre-trial) case management and transition planning.

1.1.1.6. Provision of direct mental health services to individuals who are in jails when the jails have no mental health staff.

1.1.1.7. Implement intensive post-release outreach to ensure best possible follow-up with the CSO and appointments for mental health and other services (e.g. substance abuse, medical care) and promote engagement with mental health services to stabilize client in the community.

1.1.2. After providing the services in 13.1.1 the Contractor may use any remaining Jail Coordination Services funds provided to facilitate any of the following activities:

1.1.2.1. Daily cross-reference between new bookings and the TRSN database to identify newly booked, persons known to the TRSN.

1.1.2.2. Development of individual alternative service plans (alternative to the jail) for submission to the courts.

1.1.2.3. Inter-local agreements with juvenile detentions facilities.

1.1.2.4. Provision of up to a seven (7) day supply of medications prescribed for the treatment of mental health symptoms following the release from jail.

1.1.2.5. Training to local law enforcement and jail services personnel.

EXHIBIT A

BUDGET PROVISIONS

1. **Regular State funds:** Beginning services September 1, 2015 State funds shall be paid in equal monthly installments of $9,010.96 through March 31, 2016 for services found in section 13 of the contract. Jail Coordination Services shall be paid in monthly installments up to $2,000.

Timberlands RSN Provider Contract
STATE
September 1, 2015 through March 31, 2016

This contract is between Timberlands Regional Support Network (TRSN) and the Contractor identified below:

WAHKIAKUM MENTAL HEALTH SERVICES 42 Elochoman Valley Road Cathlamet, WA 98612 Telephone: 360 795-8630 Fax: 360 795-6224		Contract Start Date: Contract End Date: Budget Authority:	**September 1, 2015** **March 31, 2016** **STATE Funds**
Program Contact:	**Sue Cameron, Executive Director 360 795-6207** **Chris Holmes, HS Manager 360 795-8630**		
Fiscal Contact:	Chris Weiler, Fiscal Contact 360 795-8630		
TRSN Contact:	**Brian Cameron, Administrator 360 795-3118**		
Fiscal Contact:	Wendy Werner, Fiscal Manager 360 795-3118		

Wahkiakum County Mental Health Services hereinafter referred to as the Contractor, agree to the terms and conditions of this Contract, including all terms and exhibits, by signing below:

FOR TIMBERLANDS RSN:

Frank Wolfe, Chair Date
TRSN Governing Board

FOR WAHKIAKUM MENTAL HEALTH SERVICES:

Mike Backman, Chair Date
Wahkiakum Board of County Commissioners

Recommended for approval:

Sue Cameron, Executive Director Date
Wahkiakum County Health and Human Services

1. SPECIAL PROJECTS

1.1. Jail Coordination Services.

1.1.1. The Contractor shall coordinate jail transition services with TRSN, local law enforcement and jail personnel within available funds specifically identified for this purpose. The contractor must identify the process and procedures to be implemented and must detail a referral process for persons who are incarcerated and have been diagnosed with a mental illness or identified as in need of mental health services. It must also include a process to include communication and coordination to TRSN client offenders placed in an out of jurisdiction contract facility.

1.1.1.1. The Contractor shall identify and provide transition services to persons with mental illness who are incarcerated in local jails to expedite their applications for DSHS benefits and facilitate coordination of care upon their return to the community.

1.1.1.2. The Contractor shall develop and maintain a roster of all individuals identified, including dates services were initiated, the offender returned to the community and when services were ended The roster is electronic and cumulative, and a quarterly edition must be included with the Quarterly Reports submitted to the TRSN. The client chart must contain notes of services provided through jail services programming. The client chart must make note, in a clearly recognizable manner, of when Jail Services began, and when they ended.

1.1.1.3. The Contractor shall accept referrals for intake of persons who are not enrolled in community mental health services but who meet priority populations as defined in RCW 71.24. The Contractor shall conduct mental health intake assessments for these persons and when appropriate provide transition services prior to their release from jail.

1.1.1.4. The Contractor shall participate with TRSN in the development and execution Memorandum of Understanding with local community service offices (CSO) for expedited application or reinstatement of medical assistance for individuals in jails, prisons, or IMDs. The Contractor shall assist individuals with mental illness in completing and submitting applications for medical assistance to the local CSO prior to release from jail.

1.1.1.5. The Contractor shall initiate Pre-release services, which shall include:

- Mental health screening for individuals who display behavior consistent with a need for such screening or who have been referred by jail staff, or officers of the court.
- Mental health intake assessments for persons identified during

the mental health screening as a member of the priority populations as defined in Chapter 71.24 RCW.

- Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.

- Other prudent pre-release (including pre-trial) case management and transition planning.

1.1.1.6. Provision of direct mental health services to individuals who are in jails when the jails have no mental health staff.

1.1.1.7. Implement intensive post-release outreach to ensure best possible follow-up with the CSO and appointments for mental health and other services (e.g. substance abuse, medical care) and promote engagement with mental health services to stabilize client in the community.

1.1.2. After providing the services in 13.1.1 the Contractor may use any remaining Jail Coordination Services funds provided to facilitate any of the following activities:

1.1.2.1. Daily cross-reference between new bookings and the TRSN database to identify newly booked, persons known to the TRSN.

1.1.2.2. Development of individual alternative service plans (alternative to the jail) for submission to the courts.

1.1.2.3. Inter-local agreements with juvenile detentions facilities.

1.1.2.4. Provision of up to a seven (7) day supply of medications prescribed for the treatment of mental health symptoms following the release from jail.

1.1.2.5. Training to local law enforcement and jail services personnel.

EXHIBIT A
BUDGET PROVISIONS

1. **Regular State funds:** Beginning services September 1, 2015 State funds shall be paid in equal monthly installments of $2,667.27 through March 31, 2016 for services found in section 13 of the contract. Jail Coordination Services shall be paid in monthly installments up to $375.

ORIGINAL

Memorandum of Understanding (MOU)
Between
Chehalis Community Service Office (CSO),
Lewis County Jail,
Cascade Mental Health Care (CMHC), and
Timberlands Regional support Network (TRSN)

This agreement is effective from May 1, 2006 until revised or terminated by the parties noted above. Cancellations of any, or all, processes outlined in this MOU may be made by any party with 30 days advance written notice. Procedural changes or updates may be made at any time during the effective period with the consent of all parties. The updated MOU will be distributed to all parties within 30 days of the procedural change.

Intent:
The processes defined under this Agreement are intended to aid in the timely application for and determination of eligibility for Medicaid and General Assistance (GAU/GAX) benefits for former offenders incarcerated in correctional facilities. The services provided under this agreement are intended to facilitate access for mentally ill offenders upon their release from confinement for CSO benefits and mental health services if eligible for DSHS programs and mental health treatment. Participants in this MOU agree to share information regarding eligibility, access and authorization, using a release as needed. Services provided with this agreement are intended to facilitate safe transition into the community.

The County Jail has primary responsibility for direct mental health services and medications for individuals while in jail.

Cascade Mental Health Care will provide TRSN-funded jail transition services. Cascade Mental Health Care will provide screening and intake services, coordination with the CSO, and transitional supports to inmates on release from jail. CSO application referrals will be limited to those inmates who have a mental health diagnosis, meet state mental health priority code definitions, and have an anticipated release date within forty five (45) days from referral to the Chehalis CSO.

The CSO will receive application referrals through designated staff with identified back-up contacts.

It is the understanding of all parties that the steps described below will serve as the process for accomplishing the intent of the Agreement as follows:

1290 Jail/RSN/CSO Process

Definitions:
Mental Health Jail Liaison (MHJL) - a mental health staff identified by the jail and CMHC to assist inmates in completing DSHS applications and help coordinate/facilitate inmate interviews. This is a Cascade Mental Health Care employee.
Mental Health Transition Specialist (MHTS) – This person is a mental health professional who will conduct intakes and determine diagnosis. The MHTS will provide a range of case management services to support transition to ongoing mental health services in the community, as well as housing, medical care, and coordination with the CSO. They will also provide backup to the MHJL for 1290 related work with the CSO. The MHTS is an employee of Cascade Mental Health Care.
Community Services Office (CSO) refers to the DSHS office where processing of Medicaid applications will occur. CSO staff are DSHS employees.
Financial Worker or Financial Service Specialist (FSS) – this is a CSO worker who processes requests for assistance and determines financial program eligibility for DSHS assistance programs.
Incapacity Social Worker (ISW) – this is a DSHS CSO worker who evaluates medical evidence and notifies CSO financial staff of categorical eligibility related to incapacity and/or disability.
Cascade Mental Health Care – CMHC is a state licensed community mental health agency which holds the contract with Timberlands RSN to provide publicly funded mental health services.
Timberlands Regional Support Network – TRSN is the regional mental health authority which contracts with DSHS to provide and monitor publicly funded mental health services in Lewis, Pacific and Wahkiakum counties. TRSN's State-only contract includes jail transition services.

HB1290 Application Criteria for DSHS services An inmate confined or incarcerated in a Washington State public institution, may apply for cash or medical assistance within 45 days prior to their expected release date when they are diagnosed by designated mental health staff as having a mental disorder (as defined in the Diagnostic and Statistical Manual of Psychiatric Disorders, most recent edition) that affects their thoughts, mood or behavior so severely that it prevents them from performing any kind of work.
DSHS shall make an eligibility determination for medical assistance prior to the inmate's release from confinement and, if possible, authorize medical benefits upon release from confinement if they meet the criteria listed above and received Medicaid or General Assistance benefits immediately before confinement or within the five years prior to confinement. If the inmate meets the criteria listed above but did not receive Medicaid or General Assistance benefits within the past five years, the department will process the request for medical assistance as timely as possible.

The following processes have been developed to facilitate smooth and timely processing of applications:

1. The Mental Health Jail Liaison (MHJL) identifies an individual incarcerated at the jail/facility who appears to have a mental disorder and who is expected to be released within forty-five days. Any jail or designated mental health staff at the jail may refer an inmate for a mental health screening for 1290 services. The MHJL screens the inmate to determine whether there appears to be a mental disorder, whether the inmate fits State priority code criteria, and whether they are in need of medical assistance.

2. If the inmate meets the criteria above the MHTS will conduct a mental health intake assessment to determine a diagnosis, determine if they fall within State Access to Care criteria, and if there is medical necessity for services.

   The inmate may choose not to participate with a mental health intake assessment. If this is the case throughout their jail stay they will not be considered part of the 1290 process. Jail staff may still refer the person to the CSO.

3. The MHJL will contact the CSO with the applicant's name. The CSO will review applicant's case/payment history to determine if the applicant meets 1290 criteria and will notify the MHJL.

4. The incarcerated individual completes a DSHS 14-001, *Application for Benefits*, and signs a DSHS 14-012, *Release of Information*, consent form authorizing the MHJL or MHTS to act as the inmate's authorized representative and be notified of pending application processing appointments.

5. The MHJL will stamp JAIL at the top of the *Application for Benefits* form. The MHJL will also write the name and location of the facility on the application. The MHJL will submit the *Application for Benefits, Release of Information* consent form, copy of ID, mental health screening and intake information to include a Mental Health Status Exam(MSE) and any other medical information (as available), financial eligibility information (and if applying for General Assistance (GA-U), include a DSHS14-050 *Statement of Education, Health and Employment*) directly to the CSO contact person. If the inmate has refused a mental health intake but they still meet priority population criteria, the inmate will still be referred to the CSO for application assistance for DSHS benefits.

6. Any time during the application process that the MHJL learns of a change in the applicant's status, including the actual release date, the FSS and ISW will be notified immediately.

7. Upon receipt of the completed Release of Information consent form (14-012), the FSS will add the MHJL to the ACES Authorized Representative (AREP) screen under type "NO" (Other - receives letters) to ensure that the MHJL receives all DSHS notices, including appointment notification. The CSO will remove the Authorized Representative designation upon the inmate's release from the facility when notified of the inmate's release by the MHJL.

8. **<u>If applying for GA:</u>**
   a. The CSO FSS will mail, e-mail, or fax an appointment letter with the date and time for a telephone interview to Lt. Pea and the MHJL at least one day prior to the appointment date.

   b. The assigned CSO FSS will telephone the MHJL and the applicant to conduct the telephone intake interview (required for cash or food).

   c. At the time of the interview, the CSO FSS will verbally inform the MHJL of the status of financial eligibility. If additional information or verification is needed to establish eligibility, the CSO FSS will send written notification to the MHJL and applicant.

   d. If financial eligibility is established, with the exception of the final release date, the CSO FSS will complete a communication referral to the CSO Incapacity Social Worker (ISW).

   e. The CSO ISW will determine eligibility for the GA program based upon applicable Washington Administrative Code polices using the Progressive Evaluation Process (PEP). If additional information is necessary, the CSO ISW will call the MHJL and notify him/her of the additional information necessary to determine incapacity eligibility. Written requests for information, including contact with the client, will be sent as a follow up as necessary.

   f. If more medical evidence is needed, the ISW will coordinate with the MHJL and the local mental health professionals providing jail based services to the facility. In some cases it may be necessary to refer determinations out to contracted DSHS doctors. A written notice requesting additional medical evidence may be necessary.

   g. The CSO ISW will notify the CSO FSS of the GA Incapacity decision.

   h. The MHJL will notify the CSO contact of the date of release to allow adequate time to finalize the application and ensure a medical ID card is available to the inmate/client upon release. CSO will FAX the medical ID card to the jail along with an award letter. If the application has reached

forty five days since being received by the CSO and the individual is still incarcerated, it will be denied. Incarcerated individuals may reapply once a release date within forty five days is known.

9. **If applying for Non-Grant Medical (NGMA):**
   a. The CSO financial worker will process Medicaid without the need for a telephone or face-to-face interview with the applicant.
   b. An Application for Benefits, Release of Information Consent form, copy of ID, medical information and financial eligibility information will be submitted by the MHJL. Additional information may be required. CSO staff will coordinate with the MHJL if additional information is needed. Written requests for information will be sent as a follow up as necessary.
   c. When the eligibility determination is complete the applicant will receive written notification. If the individual is still incarcerated following forty five days from receipt of the application the application will be denied. Incarcerated individuals may reapply once a release date within forty five days is known.

10. **If Client Terminated from SSI or SSA Disability Related Cash:**

A. SSI/SSDI Terminations less than 12 months
   - Former SSI recipient - CSO/FSS will coordinate with local SSA Office to establish Medicaid eligibility date. CSO will Open SSI medical (S01) if their SSA benefits are in suspense and will notify the MHJL of Medicaid availability to assist with transition and access to mental health services.
   - Former SSDI recipient – CSO/FSS will coordinate with SSA to verify whether client is still considered disabled. CSO staff will open Medicaid or establish spend down if appropriate.

B. SSI/SSDI Terminations Over 12 Months
   - CSO/FSS will contact local SSA office and verify status.
   - If paperwork is required by SSA/SSI CSO/FSS will refer to MHJL.

To better facilitate Medicaid reinstatement for former SSI recipients, CSO's will coordinate with SSA local offices to establish designated contacts for 1290 case processing.

11. Dispute Resolution – If any of the parties to this MOU have a concern that they have been unable to resolve with the parties directly involved, they may contact the appropriate management staff listed on the contacts page, who will work to resolve the issue in the best interests of the clients/inmates served through this MOU.

12. This MOU may be amended by written consent of all parties and all amendments shall be attached to this agreement and made apart thereof. Parties to this MOU will review the document yearly to evaluate the status of coordinating 1290 services. Attached is a contact list for identified staff from each organization for

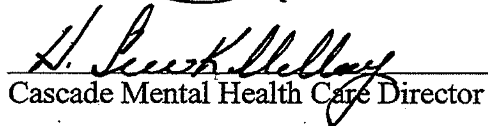
this MOU, which shall be amended as needed without requiring a revision of the MOU.

County Jail/Facility Manager

Date Signed

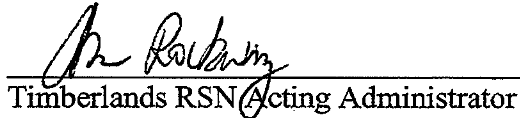
CSO Administrator
Chehalis CSO

10.11.06
Date Signed



Cascade Mental Health Care Director

10-30-06
Date Signed



Timberlands RSN Acting Administrator

10-25-06
Date Signed

ORIGINAL

CONTACTS FOR 1290 Memo of Understanding PARTICIPANTS IN LEWIS COUNTY

Contact	Phone
Mike Johnson, Lewis Co. CSO Administrator	740-3801
Cathy Pickus, CSO Financial Service Specialist	740-3855
Chandra Wrzesinski, Lewis County Jail Manager	740-2617
Lieutenant Jim Pea, Lewis Co. Jail	740-1344
Sue Killillay, Director, Cascade Mental Health Care	330-9979
Matt Patten, Clinical Director Cascade Mental Health Care	748-6696
JP Anderson, Mental Health Jail Liaison, CMHC	748-6696
Jessica Shook, Mental Health Transition Specialist, CMHC	748-6696
Ann Rockway, Acting Administrator and Clinical Director, TRSN	740-8847

This Agreement is entered by and between Grays Harbor Regional Support Network, through the Joint Regional Support Network consisting of Grays Harbor and Cowlitz Counties, as formed by Interlocal Agreement (hereinafter referred to as "RSN"), a program responsible for the administration of publicly-funded mental health services and operated by Grays Harbor County (hereinafter referred to as "County"), a political subdivision of the State of Washington, and the Cowlitz County Corrections Department, a County Government entity (hereinafter referred to as "Contractor" or "Agency.")

This Agreement is effective from July 1, 2015 through March 31, 2016. In the event Agency decides not to enter into any subsequent Agreement, Agency must give notice 60 days prior to the expiration of the Agreement and comply with all transition activities as determined by the General Terms and Conditions, and Termination Procedures.

1. GENERAL PROVISIONS

1.1. Scope of Contractor's Services. The Contractor agrees to provide to GHRSN services and any materials set forth in the above Statement of Work during the agreement period. No material, labor, or facilities will be furnished by GHRSN, except as provided for herein.

1.2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in the above Statement of Work. Unless specifically stated in the Statement of Work, GHRSN will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

1.3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of The GHRSN Project Manager.

1.4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

1.5. The Contractor acknowledges that the entire compensation for this Agreement is specified in the Statement of Work and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than GHRSN, will report all income and expense accrued under this contract with the Internal

Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

1.6. In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

1.7. Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

1.8. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by GHRSN at the present time or in the future.

1.9. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

1.10. Right to Review. This contract is subject to review by any federal or state auditor. GHRSN shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by The GHRSN Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by GHRSN agents or employees, inspection of all records or other materials which GHRSN deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

1.11. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

1.12. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, GHRSN may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at GHRSN's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to GHRSN resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by GHRSN in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by GHRSN by reason of such default.

1.13. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

1.14. Termination for Public Convenience. GHRSN may terminate the contract in whole or in part whenever GHRSN determines, in its sole discretion that such termination is in the interests of GHRSN. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by GHRSN at any time during the term, whether for default or convenience, shall not constitute a breach of contract by GHRSN.

1.15. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, GHRSN may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to GHRSN in the event this provision applies.

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

1.16.1. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

1.16.2. The Contractor shall provide GHRSN with an accounting of authorized services provided through the effective date of termination.

1.16.3. If the Agreement has been terminated for default, GHRSN may withhold a sum from the final payment to the Contractor that GHRSN determines necessary to protect itself against loss or liability.

1.17. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless GHRSN, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon GHRSN, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, GHRSN, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of GHRSN, its appointed or elected officials or employees. It is further provided that no liability shall attach to GHRSN by reason of entering into this contract, except as expressly provided herein. The Agency agrees all of the Agency's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

1.18. GHRSN agrees to defend, indemnify and save harmless the Contractor, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of GHRSN, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the Contractor, its appointed or elected officers, employees or their agents, except

only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Contractor by reason of entering into this contract, except as expressly provided herein.

1.19. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against GHRSN, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

1.20. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be as provide for in RCW 36.01.050. This Agreement shall be governed by the law of the State of Washington.

1.21. Withholding Payment. In the event The GHRSN Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then GHRSN may withhold from amounts otherwise due and payable to Contractor the amount determined by GHRSN as necessary to cure the default, until The GHRSN Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that GHRSN promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of The GHRSN Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. GHRSN may act in accordance with any determination of The GHRSN Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of

the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by GHRSN under this clause.

1.22. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

1.23. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless GHRSN, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon GHRSN, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against GHRSN, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

1.23.1. That Contractor shall be notified promptly in writing by GHRSN of any notice of such claim.

1.23.2. Contractor shall have the right, hereunder, at its option and expense, to obtain for GHRSN the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to GHRSN.

1.24. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Statement of Work. In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at The GHRSN Project Manager's sole discretion, be required to repay to GHRSN all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of The GHRSN Project Manager by such failure to perform.

1.25. Interest shall accrue at the rate of 12 percent (12%) per annum from the time The GHRSN Project Manager demands repayment of funds.

1.26. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of The GHRSN Project Manager. For purposes of this Agreement, The GHRSN Project Manager is:

Name:	Mike McIntosh
Title:	Deputy Director Grays Harbor County Social Services Department
Address:	2109 Sumner Ave. Suite 203
	Aberdeen, WA 98520
Telephone:	360-500-4071
E-mail:	mmcintosh@co.grays-harbor.wa.us
Fax:	360-533-1983

1.27. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of The GHRSN Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

1.28. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

1.29. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between GHRSN and the Contractor. The Contractor shall insure that in all subcontracts entered into, GHRSN is named as an express third-party beneficiary of such contracts with full rights as such.

1.30. Third Party Beneficiaries. This agreement is intended for the benefit of GHRSN and Contractor and not for the benefit of any third parties.

1.31. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

1.32. Time is of the Essence. Time is of the essence in the performance of this

contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

1.33. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to The GHRSN Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

1.34. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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

1.35.1. Applicable federal, state and local statutes, ordinances and regulations;

1.35.2. Scope of Work; and

1.35.3. General Conditions.

1.36. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

1.37. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

1.38. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

1.39. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 30-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

1.40. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

2. **PAYMENT PROVISIONS**

2.1. **CONSIDERATION:** As consideration for services, described in the Statement of Work Provisions of this Agreement, the County agrees to pay the Agency a sum not to exceed $44,595 subject to the availability of funds and specified as follows:

2.2. **GENERAL PAYMENT CONDITIONS:** The Agency agrees to the following standards in satisfactorily performing the terms and conditions of this Agreement:

2.2.1. Payments for services shall be made by the County in the amount of $4,955 per month;

2.2.2. No payment shall be made for any service rendered by the Agency which is not identified within the terms and conditions of this Agreement;

2.2.3. Payment for services will be made within 30 days after receipt of claims for reimbursement.

2.3. **BILLING PROCEDURES:**

2.3.1. The Agency shall submit written claims for services provided. All payments will be based on services previously provided unless otherwise approved in writing by the County.

2.3.2. The County agrees to make payment for services provided following receipt of the Agency's claim. Provided that claims are received by the Social Services Department no later than the fifth (5th) working day of each month after the end of the month during which the services were provided.

2.3.3. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:

2.3.3.1. the Agency fails to submit all required documentation and/or required reports or audits;

2.3.3.2. in the County's judgment, additional information is required to

substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this contract; or

2.3.3.3. If claims are inconsistent with the terms and conditions of this contract.

2.4. **REDUCTION IN FUNDING:** The County reserves the option to prospectively reduce the amount of this Agreement in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this Agreement do not become available for use in purchasing said services. The County agrees to promptly notify the Agency of any reduction in funding by state, federal, or other officials.

3. **SPECIFIC PROVISIONS**

3.1. **OVERVIEW:** The Mental Health Court is a function of the Cowlitz County District Court and is a diversion program for individuals with mental health and co-occurring disorders who have had frequent incarcerations and have been or are referred to the Court. The Mental Health Court Coordinator position is funded in part by the GHRSN for the purpose of screening and providing care coordination of individuals, referred to the Mental Health Court Program, who are Medicaid-eligible and meet access to care standards.

3.2. The Mental Health Court Coordinator works with the jail, community mental health agencies, hospitals, other specialty courts, corrections, and other cross-system partners in Cowlitz County to ensure individuals under supervision under the Mental Health Court adhere to the court's requirements, including participation in behavioral health treatment.

3.3. The Mental Health Court Coordinator (MHCC) is responsible for participating in staffing sessions with the Mental Health Court Team, attending court hearings, and preparing weekly status reports on active Mental Health Court participants to the court.

3.4. The Mental Health Court Coordinator shall:

3.4.1. Promote behavioral health treatment engagement and retention of program participants.

3.4.2. Develop and coordinate an active multi-system service team for every participant.

3.4.3. Attempt to reduce number of arrests and jail days.

3.4.4. Attempt to reduce psychiatric hospital admissions.

3.4.5. Conduct mental health court eligibility screenings as defined in the Mental Health Court Policies and Procedures, and provide clinical information to the Mental Health Court team.

3.4.6. Prepare clinical summaries through personal and collateral interviews and clinical record reviews to determine the prospective participant's diagnostic eligibility, and assessment of needs for the Mental Health Court program.

3.4.7. Negotiate and maintain linkages between community mental health agencies, the Cowlitz County Corrections Department, the Cowlitz County District Court, prosecutor, defense counsel, mental health court team, family and/or other natural supports and the program participant.

3.4.8. Coordinate and promote participation by service providers. The MHCC will track their provision of required information, attendance at requested meetings with the Mental Health Court team, and through regular meetings to review and coordinate service plans for program participants.

3.4.9. Prepare weekly participant summary reports for court staffing sessions and support Mental Health Court (MHC) participants during their weekly court docket hearings.

3.5. **SERVICE REQUIREMENTS**

3.5.1. The Contractor shall maintain employment of a full-time **Mental Health Court Coordinator** with the following qualifications:

3.5.1.1. Have a master's degree in a human services field such as Psychology, Social Work, Public Health, or Nursing; or a bachelor's degree and comparable experience.

3.5.1.2. Have a minimum of one year direct clinical experience with emphasis on acute psychiatric disorders.

3.5.1.3. Have knowledge of the principles and practices of public and commercial mental health service delivery systems, mental health and substance abuse treatment, practices, and procedures, and the laws related to mental health and substance abuse treatment;

3.5.1.4. Preferably be a licensed Mental Health Professional in Washington State.

3.5.2. The Contractor shall maintain case files in a secure filing system of all program participants in accordance with Mental Health Court Policies and Procedures and documentation standards.

3.5.3. The Contractor shall follow standard confidentiality practices to protect the confidentiality of personal health information of MHC participants, including the use of signed Releases of Information.

3.5.4. Provide requested information to GHRSN, as requested, for auditing or monitoring purposes.

3.5.5. Monitor persons for 30 days after leaving the program and assist providers as needed to ensure engagement in clinically indicated services.

3.6. **REPORTING REQUIREMENTS**

3.6.1. Collect and maintain required data elements as defined in the Mental Health Court Program Policies and Procedures and as required by the Regional Support Network Program Manager.

4. **EXHIBITS**

4.1. EXHIBIT A Business Associate Agreement

4.2. EXHIBIT B Data Security Requirements

ORIGINAL

Protocols for Expedited Medical Referrals
Between
Economic Services Administration,
Division of Employment and Assistance Programs,
Region 6,
Kelso CSO
and
Timberlands Regional Support Network

This agreement between Economic Services Administration Division of Employment and Assistance Programs, Region 6, Kelso CSO and Timberlands Regional Support Network concerns the reinstatement of medical benefits of individuals with mental disorders upon release from confinement. Reinstatement of medical benefits is a critical piece in assuring access to mental health services. This agreement is entered into in accordance with RCW 74.09.555 and RCW 71.24.340.

A. The RSN shall (through its provider network):

1. Provide information required for determining eligibility of mental health consumers (e.g. medical records, psych evals), as allowed under applicable State and Federal guidelines and privacy standards
2. Coordinate services, within available funding, for mental health consumers transitioning from jails, prisons, facilities and Institutions for Mental Diseases (IMDs)
3. Follow up, within available funding, with mental health consumers who are released from jails, prisons, and IMDs to assist them to follow up with appointments and completion of paperwork required for eligibility
4. Identify local contacts

B. The Economic Services Administration shall:

1. Coordinate with RSNs on regional planning related to implementation of requirements of RCW 74.09.555.
2. Expedite eligibility and shall provide Medicaid upon release, whenever possible, to individuals with mental disorders released from jails, prisons, or IMDs
3. Identify designated regional and CSO contacts for expedited Medicaid eligibility
4. Provide guidelines and processes for conducting expedited Medicaid eligibility
5. Provide screening and application practices and forms designed to facilitate the application of a confined person who is likely to be eligible for Medicaid

C. Dispute Resolution Process

1. Identify process and contacts for resolving disputes at the local level
2. Identify process and contacts for elevating disputes which cannot be resolved at the local level to the RSN and CSD Regional Administrator

3. Identify process for elevating disputes which cannot be resolved at the RSN and CSD Regional Administrator to the Mental Health and Community Services Headquarters Divisions.

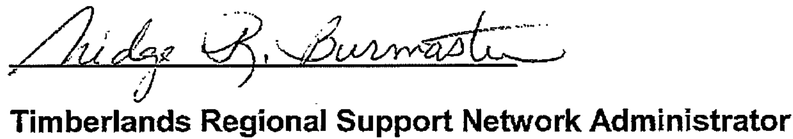
D. Term of Agreement:

This agreement is applicable July 1, 2007 through June 30, 2009. DEAP Region 6, Kelso CSO and Timberlands Regional Support Network each retain the right to renegotiate this agreement at any time will review this agreement for update in fiscal years 2008 and 2009.

The parties signing below execute this Agreement, consisting of two (2) pages,

CSO Administrator
Region 6, Division of Employment and Assistance Programs

Date: 11.6.07



Timberlands Regional Support Network Administrator

Date: 10-17-07

1.1. Agency shall ensure that a practitioner licensed to provide Medication Management services works 2 hours each week in the Aberdeen or Hoquiam City Jail. The practitioner shall evaluate consumers referred by jail staff to determine medical necessity for treatment of mental illness with medication. In addition the practitioner shall:

1.1.1. Prescribe medication to treat mental illness for consumers in the jail when medically necessary

1.1.2. Provide follow up assessment to evaluate the efficacy of any medications prescribed

1.1.3. Coordinate treatment efforts with jail staff and the Grays Harbor Crisis Clinic Jail Liaison

1.1.4. Document all services in accordance with GHRSN procedures

1.2. Agency shall deliver medically necessary State Plan services to Medicaid enrolled consumers authorized for outpatient treatment residing in Elma Home Care. Agency shall deliver Individual Treatment Services and/or Group Treatment Services at Elma Home Care a minimum of 3 days per week. Agency shall supply documentation that services are delivered in the facility in a manner approved by the County.

Final – 4-6-2011

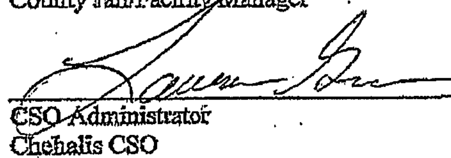
f. If paperwork is required by SSA/SSI CSO/FSS will refer to CMHC.

11. Dispute Resolution – If any of the parties to this MOU have a concern that they have been unable to resolve with the parties directly involved, they may contact the appropriate management staff listed on the contacts page, who will work to resolve the issue in the best interests of the clients/inmates served through this MOU.

This MOU may be amended by written consent of all parties and all amendments shall be attached to this MOU and made apart thereof. Attached is a contact list for identified staff from each organization for this MOU, which shall be amended as needed without requiring a revision of the MOU.

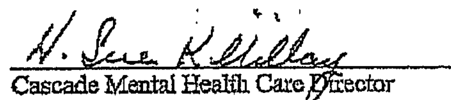
County Jail/Facility Manager

5-2-11
Date Signed



CSO Administrator
Chehalis CSO

4/10/11
Date Signed



Cascade Mental Health Care Director

4-11-2011
Date Signed

Timberlands RSN Administrator

4-11-2011
Date Signed

ORIGINAL

MEMORANDUM OF UNDERSTANDING

A Non-Financial Agreement between PACIFIC COUNTY and TIMBERLANDS REGIONAL SUPPORT NETWORK

PURPOSE

The purpose of this Memorandum of Understanding is to:

1. Clarify that RSN services are intended to facilitate safe transition of inmates with a mental disorder(s) into community services. To that end, any services provided through this MOU shall supplement, and not supplant, local or other funding or in-kind resources being used for these purposes that were in effect in April 2005;
2. Clarify that RSN services are intended to facilitate access to programs that offer mental health services upon mentally ill offenders' release from confinement. This includes efforts to expedite applications prior to release for new or re-instated Medicaid benefits; and
3. Address the future development of procedures and processes for coordination between Timberlands RSN and the Pacific County jail.

GOOD FAITH

Both parties wish to acknowledge good faith in the implementation of this Memorandum of Understanding. Both parties acknowledge that it will take time for all parties to learn each other's service populations and service delivery operations and processes.

COMMITMENTS

This Memorandum of Understanding is based on the following shared understandings and commitments:

1. Primary responsibility for direct mental health services and medications for inmates while they are in jail is the responsibility of the governing unit, DSHS, and the health care provider as stated in RCW 70.48.130;
2. Information Services may need to be developed to capture data on confined persons being served and approved for expedited medical assistance. Such information shall conform with all State and Federal laws, including (but not limited to) confidentiality and the Health Insurance Portability and Accountability Act (HIPAA) regulations;
3. All parties should work collaboratively to develop and implement the intent of RCW 70.48.130, and E2SHB 1290;

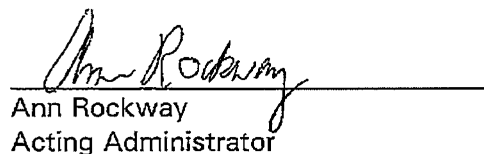
4. All parties agree to develop together a referral process for inmates incarcerated in the Pacific County Jail that are in need mental health services;
5. The process to be developed should:
    a. Include a statement requesting that the inmate sign an Authorization to Use and Disclose Protected Healthcare Information ("Authorization") for the two agencies to freely exchange Protected Healthcare Information to facilitate the purposes of this MOU. Refusal to voluntarily sign an Authorization shall not be a barrier to services;
    b. Identify and provide transition services to individuals with mental illness to expedite, facilitate, and coordinate their return to the community;
    c. Identify and accept referrals for intake of individuals who are not currently enrolled in community mental health services but are mentally ill and meet priority population definitions per RCW 71.24;
    d. State that the RSN shall conduct mental health intake assessments for these individuals and provide transition services prior to their release from jail;
    e. State that the RSN shall assist individuals with mental illness in completing and submitting applications for medical assistance to the local CSO prior to release from jail; and,
    f. Determine pre-release transition planning for those determined to be mentally ill (e.g. assessments, mental health services; co-occurring disorder services, and housing);

TERM

This Memorandum of Understanding shall be effective upon execution and shall remain in effect until either party withdraws from the MOU. Withdrawal of a party shall be provided by written notice to the other party.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

TIMBERLANDS REGIONAL SUPPORT NETWORK



Ann Rockway
Acting Administrator

Date 1-24-06

PACIFIC COUNTY
BOARD OF COMMISSIONERS

Jon C. Kaino
Chair of the Board

Date 1/10/2006

ORIGINAL

ORIGINAL

MEMORANDUM OF UNDERSTANDING

A Non-Financial Agreement BETWEEN WAHKIAKUM COUNTY SHERIFF'S OFFICE (Jail Administration) AND TIMBERLANDS REGIONAL SUPPORT NETWORK

PURPOSE

The purpose of this Memorandum of Understanding is to clarify the use of jail services funding provided to Timberlands RSN by DSHS as allocated by the Washington Legislature to provide mental health services for inmates while confined in jail, to state the good intents of both parties to implement the legislative intent, and to agree in good faith to develop detailed procedures and processes for referring inmates for these services.

1. RSN services are intended to facilitate safe transition of inmates with a mental disorder(s) into community services. To that end, any services provided through this MOU shall supplement, and not supplant, local or other funding or in-kind resources being used for these purposes that were in effect in April 2005;
2. RSN services are intended to facilitate access to programs that offer mental health services upon inmates' release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.
3. TRSN and the Wahkiakum County Sheriff's Office shall develop procedures and processes for coordination between Timberlands RSN and the Wahkiakum County Sheriff's Office.

GOOD FAITH

Both parties wish to acknowledge good faith in the implementation of this Memorandum of Understanding. Both parties acknowledge that it will take time for all parties to build relationships of trust and to learn each other's service populations and service delivery operations and processes.

COMMITMENTS

This Memorandum of Understanding is based on the following shared understandings and commitments:

1. Primary responsibility for direct mental health services and medications for inmates while they are in jail is the responsibility of the county or local jail;
2. Information Services may need to be developed to capture data on confined persons being served and approved for expedited medical assistance. Such

information shall conform with all federal and state laws and regulations, including (but not limited to) confidentiality and the Health Insurance Portability and Accountability Act (HIPAA) regulations;

3. Both parties will work with the RSN contract provider and the Community Services Office (CSO) staff members to develop and implement the intent of E2SHB 1290;
4. Both parties agree to develop together a referral process for inmates with mental illness who are incarcerated and need mental health services;
5. The process to be developed shall:
   a. Include requesting that the inmate sign an Authorization to Use and Disclose Protected Healthcare Information ("Authorization") for the two agencies to freely exchange Protected Healthcare Information to facilitate the purposes of this MOU. Refusal to voluntarily sign a ROI shall not be a barrier to services;
   b. Identify and provide mental health services and transition services to inmates with mental illness to expedite, facilitate, and coordinate their return to the community;
   c. Identify and accept referrals for intake of inmates who are not enrolled in community mental health services but who meet priority populations as defined in 71.24;
   d. State that the RSN shall conduct mental health intake assessments for these inmates and provide transition services prior to their release from jail;
   e. State that the RSN shall assist inmates with mental illness in completing and submitting applications for medical assistance to the local CSO prior to release from jail.

AS TIME AND RESOURCES ALLOW

The RSN, with the agreement of the Wahkiakum County Sheriff's Office, may include in the processes to be developed any or all of the following:

1. Daily cross-reference between new bookings and the RSN data base to identify newly booked, persons known to the RSN.
2. Development of individual alternative service plans (alternative to the jail) for submission to the courts – if receptive.
3. Pre-release transition planning (e.g. assessments, mental health services, co-occurring services, and housing).
4. Intensive post-release outreach to ensure inmates follow up with CSO and appointments for mental health and other services (e.g. substance abuse.)
5. Training to local law enforcement and jail services personnel.
6. Provision of some direct mental health services.

TERM

This Memorandum of Understanding shall be effective upon execution and shall remain in effect until either party withdraws from the MOU. Withdrawal of a party shall be provided by written notice to the other party.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

TIMBERLANDS REGIONAL SUPPORT NETWORK

Gary L Rose 10.28.05

Gary L. Rose Date
Administrator

Wahkiakum County Sheriff's Office

Dan L Bardsley 11-07-05

Dan L. Bardsley Date
Sheriff

ORIGINAL

Approved as to Form
On November 7, 2005

Fred A. Johnson
Wahkiakum County
Prosecuting Attorney

Attachment 6: Subcontracts and Delegation

Addressing Item (290).

This Agreement is entered by and between Grays Harbor Regional Support Network (hereinafter referred to as "RSN"), a program responsible for the administration of publicly-funded mental health services and operated by Grays Harbor County (hereinafter referred to as "County"), a political subdivision of the State of Washington, and Tim Krueger, an independent contractor (hereinafter referred to as "Agency.")

This Agreement is effective from July 1, 2015 through March 31, 2016. In the event Agency decides not to enter into any subsequent Agreement, Agency must give notice 60 days prior to the expiration of the Agreement and comply with all transition activities as determined by the General Terms and Conditions, and Termination Procedures.

1. GENERAL PROVISIONS

1.1. ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION

1.1.1. Both parties agree to permit, upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable state or federal law, rule or regulation, access to review all records of Agency and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

1.1.2. Agency shall comply with all provisions as stated in EXHIBIT B (Business Associate Agreement) of this Agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

1.1.3. The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

1.1.4. Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Agency agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

1.1.5. Agency shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees or agents use it solely for the purposes of accomplishing the services set forth in this Agreement and shall maintain a statement on file for each individual service provider or staff who has access to the mental health information system; statement shall be signed by the provider and attested to by a witness's signature, acknowledging that the provider understands and agrees to follow all regulations on confidentiality. Agency agrees not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and federal law.

1.1.6. The County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by Agency through this contract. Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by Agency, its officers, directors, employees or agents.

1.1.7. Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency agrees not

to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

1.1.8. Any breach of the duties and obligations described herein above may result in termination of the contract and the demand for return of all personal information. Agency agrees to indemnify and hold harmless the County for any damages related to Agency's unauthorized use of Personal Information.

1.2. AGENCY CERTIFICATION REGARDING ETHICS

1.2.1. By signing this Agreement, Agency certifies that Agency is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.

1.3. AMENDMENT

1.3.1. This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only persons duly authorized to bind their respective party hereto shall sign an amendment to this Agreement.

1.4. ASSIGNMENT

1.4.1. Except as otherwise provided herein, Agency shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the Washington State Department of Social and Health Services (DSHS) Contracts Administrator and the written assumption of Agency's obligations by the third party.

1.5. BILLING LIMITATIONS

1.5.1. Unless otherwise specified in this Agreement, RSN shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

1.6. BOARD OF DIRECTORS

1.6.1. Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. Agency shall notify the County in writing of any changes to this roster as they occur.

1.7. COMPLIANCE WITH APPLICABLE LAW

1.7.1. At all times during the term of this Agreement, Agency 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:

1.7.1.1. All applicable Office of Insurance Commissioner's (OIC) statutes and regulations;

1.7.1.2. All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement. For services requiring licensure, Agency shall supply a copy of such license upon execution of this contract;

1.7.1.3. 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 DSHS, Department of Health and Human Service (DHHS), and the EPA;

1.7.1.4. All 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;

1.7.1.5. Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA);

1.7.1.6. Those specified in Title 18 RCW for professional licensing;

1.7.1.7. Reporting of abuse as required by RCW 26.44.030;

1.7.1.8. Industrial insurance coverage as required by Title 51 RCW; and

1.7.1.9. Any other requirements associated with the receipt of federal funds.

1.7.2. 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.

1.8. CONFLICT OF INTEREST

1.8.1. The County may, by written notice to Agency:

1.8.1.1. Terminate the right of Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential Agency in exchange for any official act or forbearance to act.

1.8.2. State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to, or instead of, the employee directly.

1.8.3. In the conduct of state or County business, DSHS and County employees are expected to comport themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with agencies and potential agencies.

1.8.4. In the event this contract is terminated as provided herein, the County shall be entitled to pursue the same remedies against Agency as it could pursue in the event of a breach of the contract by Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

1.9. CONSTRUCTION

1.9.1. Nothing in this Agreement shall be construed as creating or conferring a cause of action under federal or state law that does not exist independent of this Agreement. An alleged violation of a federal or state law by the Department shall not give rise to a contractual cause of action by Agency.

1.10. DEBARMENT CERTIFICATION/EXCLUDED PROVIDERS

1.10.1. Agency, by signature to this agreement, certifies that Agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency.

1.10.2. Agency shall not employ any person excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7(1128 or

1128A Social security Act) or have an employee, Agency, or consultant who is significant or material to the provision of services under this Agreement who has been or is affiliated with someone who has been debarred, suspended or otherwise excluded by any federal agency.

1.10.3. Agency must comply with 42-USC §1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of Agency's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.

1.11. DECLARATION THAT INDIVIDUALS SERVED UNDER THE MEDICAID AND OTHER MENTAL HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS AGREEMENT

1.11.1. Although RSN and Agency mutually recognize that services under this Agreement will be provided by Agency 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 RSN or Agency 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.

1.12. DISPUTE

1.12.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the County and Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Social Services Department for Grays Harbor County. Either party's request for a dispute hearing must:

1.12.1.1.1. be in writing;

1.12.1.1.2. state the disputed issues;

1.12.1.1.3. state the relative positions of the parties;

1.12.1.1.4. state Agency's name, and address;

1.12.1.1.5. Be mailed or delivered to the Public Health and Social Services Department, 2109 Sumner Avenue, Suite 200, Aberdeen, WA 98520, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action.

1.12.2. Any question, difference, or controversy which may arise between the County and Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this Agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

1.13. DUPLICATIVE REPORTS AND DELIVERABLES

1.13.1. 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 Agency may provide one report or deliverable that contains the information required by both Agreements.

1.14. EXTENT OF AGREEMENT

1.14.1. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

1.15. FAIR HEARING PROCEDURE

1.15.1. Agency will establish a system through which recipients of Agency services may present grievances about the operation of the services. Agency will advise recipients of the grievance procedure and Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

1.16. FINANCIAL REPORT REQUIREMENTS

1.16.1. Agency shall, where applicable:

1.16.1.1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.

1.16.1.2. Provide access to financial records by independent auditors.

1.16.1.3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that Agency's Board of Directors has reviewed the audit and management letter.

1.16.2. For agencies not required to meet OMB A-133 Single Audit Requirements, Agency shall submit:

1.16.2.1. Annual financial audit, and

1.16.2.2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

1.17. FRAUD AND ABUSE

1.17.1. 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.

1.17.2. 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.

1.17.3. Agency shall do the following to guard against Fraud and Abuse:

1.17.3.1. Create and maintain a mandatory compliance plan that includes provisions to educate staff of the false claim act and whistle blower protections.

1.17.3.2. Develop and maintain written policies, procedures, and standards of conduct that articulate Agency's commitment to comply with all applicable federal and State standards.

1.17.3.3. Designate a compliance officer and a compliance committee that is accountable to senior management;

1.17.3.4. Provide effective ongoing training and education for Agency staff.

1.17.3.5. Facilitate effective communication between the compliance officer, Agency employees, and RSN.

1.17.3.6. Enforce standards through well-publicized disciplinary guidelines.

1.17.3.7. Respond promptly to detected offenses and develop corrective action initiatives.

1.17.3.8. Agency staff shall report all incidents of abuse and fraudulent activities related to RSN funded services to the RSN Compliance Officer or the MHD Compliance Hotline at (888) 713-6010.

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

1.17.3.10. Substantiate Agency's statement of its organization's structure, tax status, capabilities, and performance.

1.17.3.11. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document Agency's invoices to RSN and all expenditures made by Agency to perform as required by this Agreement.

1.18. GOVERNING LAW AND VENUE

1.18.1. The laws of the State of Washington govern this Agreement. In the event of a lawsuit by Agency against RSN involving this Agreement, venue shall be proper only in Grays Harbor County, Washington. In the event of a lawsuit by RSN against Agency involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

1.19. INDEMNIFICATION

1.19.1. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Agency's own risk. Agency shall defend, indemnify, and hold harmless Grays Harbor County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Agency, its officers, employees, agents, or agencies.

"County" as used in this Article means Grays Harbor County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.

1.20. INDEPENDENT STATUS

1.20.1. For purposes of this Agreement, Agency acknowledges that Agency is not an officer, employee, or agent of DSHS or the State of Washington. Agency shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of RSN, Grays Harbor County, DSHS or the State of Washington. Agency shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. Agency shall indemnify and hold harmless RSN from all obligations to pay or withhold federal or state taxes or contributions on behalf of Agency or Agency's employees.

1.21. INSPECTION

1.21.1. 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.

1.22. INSURANCE

1.22.1. Agency shall carry at its own expense the following insurance coverage to the extent described below:

1.22.1.1. Public Liability and Property Damage in a combined single limit of $1,000,000;

1.22.1.2. Director and Officers Errors and Omissions Insurance in the amount of $1,000,000;

1.22.1.3. Professional Liability in the amount of $1,500,000.

1.22.1.4. Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

1.22.1.5. Upon demand by the County, Agency shall provide a complete copy of all policies for insurance required by this contract. This requirement is supplementary to, but does not replace the requirement in this contract to provide the COUNTY with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

1.23. LAWSUITS

1.23.1. Nothing in this Agreement shall be construed to mean that Agency, a County, RSN, 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.

1.24. MODIFICATION

1.24.1. Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

1.25. NONDISCRIMINATION

1.25.1. In the performance of this contract, Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. Agency shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era or Disabled Veteran status, or disability in:

1.25.1.1. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause;

1.25.1.2. Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.

1.25.2. Upon execution, Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.

1.26. NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

1.26.1. In the event of Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and Agency declared ineligible for further contracts with the County. Agency shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

1.27. ORDER OF PRECEDENCE

1.27.1. 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:

1.27.1.1. Applicable federal and State of Washington statutes and regulations.

1.27.1.2. The General Terms & Conditions of this Agreement.

1.27.1.3. The Specific Terms & Conditions of this Agreement.

1.27.1.4. Any Exhibits attached or incorporated into this Agreement by reference.

1.28. OWNERSHIP OF MATERIAL

1.28.1. Material created by Agency and paid for by RSN as a part of this Agreement shall be owned by RSN 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 Agency uses to perform this Agreement but is not created for or paid for by RSN is owned by Agency and is not "work made for hire"; however, RSN shall have a perpetual license to use this material for RSN internal purposes at no charge to RSN, provided that

such license shall be limited to the extent which Agency has a right to grant such a license.

1.29. POLITICAL ACTIVITY PROHIBITED

1.29.1. None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office or ballot proposition.

1.30. RECORDS RETENTION

1.30.1. 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 year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six-year period, whichever is later.

1.30.2. Agency shall maintain records sufficient to:

1.30.2.1. 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;

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

1.30.2.3. Substantiate Agency's statement of its organization's structure, tax status, capabilities, and performance; and

1.30.2.4. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document Agency's invoices to the County and all expenditures made by Agency to perform as required by this Agreement.

1.30.3. Agency shall cooperate in all reviews, including but not limited to, surveys, and research conducted by the County, DSHS or other Washington State Departments.

1.30.4. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether Agency is 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.

1.31. RELATIONSHIP OF THE PARTIES

1.31.1. The parties intend that an independent Agency relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of Agency are not entitled to any of the benefits the County provides for County employees. Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or otherwise during the performance of this Agreement.

1.32. RESPONSIBILITY

1.32.1. 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. RSN and Agency 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. RSN and Agency agree to notify the attorneys of record in any tort lawsuit where both are parties if either RSN or Agency 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.

1.33. SEVERABILITY

1.33.1. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

1.33.2. If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

1.34. STANDARDS FOR FISCAL ACCOUNTABILITY

1.34.1. Agency agrees to maintain books, records, reports and other evidence of

documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Agency further agrees that the County shall have the right to monitor and audit the fiscal components of Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

1.34.2. Agency shall:

1.34.2.1. Provide accurate, current and complete disclosure of the financial status of this Agreement upon request by County;

1.34.2.2. Identify the source and application of funds for services supported by this Agreement in whole or in part;

1.34.2.3. Maintain internal controls that provide reasonable assurance that Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

1.35. STANDARDS FOR PROGRAM ACCOUNTABILITY

1.35.1. Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.

1.36. SUBCONTRACTING PROHIBITED

1.36.1. Agency shall not subcontract work to be performed under this agreement.

1.37. TITLE TO PROPERTY

1.37.1. Title to all property purchased or furnished by RSN for use by Agency during the term of this Agreement shall remain with RSN. Title to all property purchased or furnished by Agency for which Agency is entitled to reimbursement by RSN under this Agreement shall pass to and vest in RSN. Agency shall take reasonable steps to protect and maintain all RSN property in its possession against loss or damage and shall return RSN property to RSN upon Agreement termination or expiration, reasonable wear and tear excepted.

1.38. USE OF FEDERAL FUNDS

1.38.1. Agency shall certify that no federal funds payable under this contract will be paid by or on the behalf of Agency, to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.39. WAIVER

1.39.1. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1.3, "Amendment". Only the Agreements Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of RSN.

1.40. REMEDIAL ACTIONS

1.40.1. The County may initiate remedial action if it is determined that any of the following situations exist:

1.40.1.1. A problem exists that negatively impacts individuals receiving services;

1.40.1.2. Agency has failed to perform any of the mental health services required in this Agreement;

1.40.1.3. Agency has failed to develop, produce, and/or deliver to the County any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;

1.40.1.4. Agency 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; or Agency has failed to implement corrective action required by the County within prescribed timeframes.

1.40.2. The County may impose any of the following remedial actions:

1.40.2.1. Require Agency to develop and execute a corrective action plan.

1.40.2.2. Corrective action plans developed by Agency must be submitted for approval to the County within 30 calendar days of notification.

1.40.3. Corrective action plans may require modification of any policies or procedures by Agency relating to the fulfillment of its obligations pursuant to this Agreement. The County may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

1.40.4. Corrective action plans must include:

1.40.4.1. A brief description of the situation requiring corrective action;

1.40.4.2. The specific actions to be taken to remedy the situation;

1.40.4.3. A timetable for completion of the actions; and

1.40.4.4. Identification of individuals responsible for implementation of the plan.

1.40.5. Corrective action plans are subject to approval by the County, which may:

1.40.5.1. Accept the plan as submitted;

1.40.5.2. Accept the plan with specified modifications;

1.40.5.3. Request a modified plan; or

1.40.5.4. Reject the plan.

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

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

1.40.5.7. Terminate for Default as described below.

1.41. AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT

1.41.1. If Agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

1.42. SUSPENSION

1.42.1. If Agency fails to comply with the terms of this Agreement, or whenever Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending

corrective action or investigation, effective no less than seven (7) days following written notification to Agency. The amount of any payments withheld during suspension will be related to the issue of non-compliance and related costs, unless as overpayments are otherwise specified in this Agreement. The suspension will remain in full force and effect until Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by Agency during the period of suspension will be allowable under this Agreement except:

1.42.2. Reasonable, proper and otherwise allowable costs which Agency could not avoid, as approved by the County, during the period of suspension;

1.42.3. If upon investigation Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

1.43. TERMINATION FOR CAUSE

1.43.1. If Agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1.43.1.1. The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to the substantially detrimental to the interest of the County;

1.43.1.2. Agency has failed to take satisfactory action as directed by the County within the time specified by the County;

1.43.1.3. Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

1.43.1.3.1. The County may terminate this Agreement in whole or in part and thereupon shall notify Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute Agency's duties under this Agreement.

1.44. TERMINATION FOR OTHER GROUNDS

1.44.1. This Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;

1.44.2. The County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of a unilateral change made in the County's Agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

1.45. CLOSE-OUT

1.45.1. Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1.45.1.1. Upon written request by Agency, the County shall make or arrange for prompt payment to Agency of allowable reimbursable costs not covered by previous payment;

1.45.1.2. Agency shall immediately refund to the County any unencumbered balance of funds paid to Agency that are budgeted but unspent for the program(s) terminated;

1.45.1.3. Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;

1.45.1.4. In the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to Agency after fully considering the recommendation on disallowable costs resulting from the final audit;

1.45.1.5. Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

1.46. SURVIVABILITY

1.46.1. 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, and Termination for Default, Termination Procedure, and Title to Property.

1.47. TERMINATION DUE TO CHANGE IN FUNDING

1.47.1. If the funds upon which RSN relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, RSN may terminate this Agreement by providing at least five (5) business days' written notice to Agency. The termination shall be effective on the date specified in the notice of termination.

1.48. TERMINATION FOR CONVENIENCE

1.48.1. RSN may terminate this Agreement in whole or in part for convenience by giving Agency at least thirty (30) calendar days' written notice. Agency may terminate this Agreement for convenience by giving RSN at least thirty (30) calendar days' written notice addressed to the RSN contact person (or to his or her successor) listed on the first page of this Agreement.

1.49. TERMINATION FOR DEFAULT

1.49.1. The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to Agency, if RSN has a reasonable basis to believe that Agency has:

1.49.1.1. Failed to meet or maintain any requirement for contracting with RSN.

1.49.1.2. Failed to perform under any provision of this Agreement.

1.49.1.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement.

1.49.1.4. Otherwise breached any provision or condition of this Agreement.

1.49.2. Before the Contracts Administrator may terminate this Agreement for default, RSN shall provide Agency with written notice of Agency's noncompliance with the Agreement and provide Agency a reasonable opportunity to correct Agency's noncompliance. If Agency does not correct Agency's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the Agreement. The Contracts Administrator may terminate the Agreement for default without such written notice and without opportunity for correction if RSN has a reasonable basis to believe that a client's health or safety is in jeopardy.

1.49.3. Agency may terminate this Agreement for default, in whole or in part, by written notice to RSN, if Agency has a reasonable basis to believe that RSN has:

1.49.3.1. Failed to meet or maintain any requirement for contracting with Agency;

1.49.3.2. Failed to perform under any provision of this Agreement;

1.49.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

1.49.3.4. Otherwise breached any provision or condition of this Agreement.

1.49.4. Before Agency may terminate this Agreement for default, Agency shall provide RSN with written notice of RSN's noncompliance with the Agreement and provide RSN a reasonable opportunity to correct RSN's noncompliance. If RSN does not correct RSN's noncompliance within the period of time specified in the written notice of noncompliance, Agency may then terminate the Agreement.

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

1.49.6. Agency shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

1.49.6.1. Agency shall promptly deliver to the RSN contact person (or to his or her successor) listed in this Agreement, all RSN assets (property) in Agency's possession, including any material created under this Agreement. Upon failure to return RSN property within ten (10) working days of this Agreement termination, Agency shall be charged with all reasonable costs of recovery, including transportation. Agency shall take reasonable steps to protect and preserve any property of RSN that is in the possession of Agency pending return to RSN.

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

1.49.8. If the Contracts Administrator terminates this Agreement for default, RSN may withhold a sum from the final payment to Agency that RSN determines is necessary to protect RSN against loss or additional liability. RSN shall be entitled to all remedies available at law, in equity, or under this Agreement due to Agency's default. If it is later determined that

Agency was not in default, or if Agency terminated this Agreement for default, Agency shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in Section 1.23 entitled "Lawsuits".

2. **PAYMENT PROVISIONS**

2.1. **CONSIDERATION:** As consideration for services, described in the Specific Provisions of this Agreement, the County agrees to pay the Agency a sum not to exceed $29,862 for Ombuds Services subject to the availability of funds and specified as follows:

2.2. **GENERAL PAYMENT CONDITIONS:** The Agency agrees to the following standards in satisfactorily performing the terms and conditions of this Agreement:

2.2.1. Payments for services shall be made by the County in the amount of $3,318 per month for Ombuds services;

2.2.2. No payment shall be made for any service rendered by the Agency which is not identified within the terms and conditions of this Agreement;

2.2.3. Payment for services will be made within 30 days after receipt of claims for reimbursement.

2.3. **BILLING PROCEDURES:**

2.3.1. The Agency shall submit written claims for services provided. All payments will be based on services previously provided unless otherwise approved in writing by the County.

2.3.2. The County agrees to make payment for services provided following receipt of the Agency's claim. Provided that claims are received by the Social Services Department no later than the fifth (5th) working day of each month after the end of the month during which the services were provided.

2.3.3. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:

2.3.3.1. the Agency fails to submit all required documentation and/or required reports or audits;

2.3.3.2. in the County's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the

requirements of this contract; or

2.3.3.3. If claims are inconsistent with the terms and conditions of this contract.

2.4. **REDUCTION IN FUNDING:** The County reserves the option to prospectively reduce the amount of this Agreement in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this Agreement do not become available for use in purchasing said services. The County agrees to promptly notify the Agency of any reduction in funding by state, federal, or other officials.

3. **SPECIFIC PROVISIONS**

3.1. It is the purpose of this agreement to fund Mental Health Ombuds Services in accordance with RCW 71.24 and WAC 388-865-0250 and applicable federal statute.

3.2. **REPORTING REQUIREMENTS:** The Agency shall submit such periodic reports as required by the County and RSN which shall include but not be limited to:

3.2.1. **Contract Performance Reports** – Ombuds Services -- The reports shall be submitted quarterly in a format created by Agency and approved by the RSN. Each report shall show the progress of all contract services. Each report will provide a quantitative summary of services including:

3.2.1.1. Number and nature of telephone calls;

3.2.1.2. Areas of consumer concern;

3.2.1.3. Numbers of cases open and closed;

3.2.1.4. Age distribution of consumers served.

3.2.1.5. Program implementation;

3.2.1.6. Population(s) served, and

3.2.1.7. Progress toward meeting contract requirements.

3.3. The Ombuds shall participate with the RSN in the reporting of complaints and grievances according to the Grays Harbor RSN PIHP and SMHC Contracts.

4. **STATEMENT OF WORK**

4.1. The Ombuds must:

4.1.1. Comply with the requirements of any Exhibits to this contract;

4.1.2. Not have been employed by a mental health service provider in Grays

Harbor or Cowlitz County during the previous two years;

4.1.3. Have no fiduciary tie to any RSN contracted mental health service provider;

4.1.4. Satisfactorily pass, as determined by the RSN, a Washington State Patrol background check;

4.1.5. Successfully complete state required training within three months, or first available training date if not offered within the first three months, of assuming the Ombuds position; and

4.1.6. Be a consumer or past consumer of mental health services or a family member of a mental health services consumer or past consumer.

4.1.7. Be on site in Cowlitz County as needed to attend community meetings, provide outreach, and meet with consumers and family members.

4.1.8. Obtain a 1-800 phone line and return calls within 24 hours.

4.2. Responsibilities of the Ombuds position include:

4.2.1. Attend, as needed, meetings between the Ombuds and the RSN Program Manager or designee to review the activities of the Ombuds program.

4.2.2. Meet with consumers, families, and collateral care providers of consumers of publicly-funded mental health services in the conduct of Ombuds services;

4.2.3. Work in collaboration with GHRSN contracted providers in Cowlitz County to resolve consumer generated complaints and grievances. Explain rights and responsibilities regarding publicly funded mental health services to community groups and mental health consumers.

4.2.4. Publicize the availability of the Ombuds service;

4.2.5. Make the Ombuds service readily available to consumers, family members and advocates for individual consumers of publicly-funded mental health services who have questions, concerns, complaints or grievances pertaining to the practice of mental health service providers or to the RSN;

4.2.6. Make special efforts to contact underserved populations including but not limited to ethnic minority communities, the elderly, and children's advocates to publicize the Ombuds service;

4.2.7. Assist in conflict resolution and use best efforts to resolve concerns, complaints and grievances at the lowest possible level;

4.2.8. With the affected consumer's consent offer to assist consumers to address

complaints and resolve grievances, both with provider agencies and the RSN;

4.2.9. With the affected consumer's consent and participation, consult with those who are involved in the complaint or grievance, study and gather information on the situation, and whenever possible resolve differences in an informal manner;

4.2.10. Have no binding authority to make decision on complaints or grievances;

4.2.11. When an agreement cannot be reached, an aggrieved party can continue the process at a higher level, and may receive assistance from the Ombuds;

4.2.12. Contact consumers that have filed grievances, appeals or fair hearings to ensure that individuals are not retaliated against; and

4.2.13. Maintain confidentiality consistent with applicable WAC.

4.2.14. Provide a quarterly report of activities to the RSN.

4.3. The Ombuds may conduct announced or unannounced visits to Cowlitz County publicly funded mental health facilities for the purpose of

4.3.1. attempting to expeditiously resolve consumer complaints and grievances;

4.3.2. Investigate consumer or stakeholder concerns around Medicaid enrollee rights.

4.4. The Ombuds shall use best efforts to minimize the impact of unannounced visits on staff and consumers.

EXHIBITS

- EXHIBIT A Business Associate Agreement
- EXHIBIT B Data Security Requirements

ORIGINAL

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into between **TIMBERLANDS REGIONAL SUPPORT NETWORK** (hereinafter "TRSN"), a municipal corporation of the State of Washington, acting by and through its Governing Board and **JUSTIN BLACKWELL** (hereinafter "Ombuds").

WITNESSETH:

WHEREAS, TRSN desires to retain the services of an Ombuds for the purpose of Ombuds services; and

WHEREAS, Ombuds desires and is qualified to provide professional services contemplated hereunder.

Qualifications Include but not limited to:

- Ombuds must be current consumers of the mental health system, past consumers or family member
- Experience working with Grievance type process and procedures
- Experience working with dissatisfied clients and in highly emotional situations
- Ability and desire to advocate for clients rights in regards to grievances clients report
- Must be responsive to culturally diverse clients
- Must work Independently and professionally with clients and cross-system personnel
- Ability to investigate, interview personnel affected and familiar with healthcare client service documents
- Must be reliable to meet client access and contract deadline standards
- Willing to go to training and collaborate with other Ombuds
- Must have interpersonal communication skills to develop and maintain the confidence and cooperation of others; and to collaborate with staff, clients and other related groups on complex problems in order to take appropriate and effective actions and achieve results
- Experience presenting reports, formalized recommendations

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work.**

   a. Receive and investigate consumer, family member, and other consumer-authorized representative grievances. For purposes of this Contract, "grievance" means an expression of dissatisfaction about any matter other than an "action," as action is defined in 42 CFR 438.400(3)(b). 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 enrollee's rights. The Ombuds shall:

1) Meet with clients, families and collateral care providers of clients of publicly-funded mental health services in conducting Ombuds services which includes face-to-face contact as needed. A case should normally be opened within twenty-four hours (24) of referral. Ombuds should normally make contact with client within twenty-four hours (24) of referral.
2) Work in collaboration with Cascade Mental Health Care, Wahkiakum Health and Human Services and Willapa Behavioral Health in resolving client, family or consumer authorized representative grievances. Interpret grievance process rights and responsibilities regarding publicly funded mental health services to community groups and mental health clients.
3) Assist in conflict resolution and use best efforts to resolve grievances at the first possible level.
4) Direct grievances through formal and informal channels and with the affected client's consent offer to assist the complainant through the grievance process.
5) With the affected client's consent and participation, consult with those who are involved in the grievance, study and gather information on the situation, and whenever possible resolve differences in an informal manner.
6) Attempt to assure that individuals are not retaliated against for contact with the Ombuds service.

b. Be accessible to consumers, including a toll-free, independent phone line for access. The Ombuds shall:

1) Be accessible through the TRSN provided 1-800 phone line and return calls within 24 hours.
2) Be on site in Lewis, Wahkiakum and Pacific counties as needed to attend community meetings, provide outreach and meet with clients and family members regarding Ombuds services and the grievance system. This includes monthly visits to each of the mental health agencies for lobby checks and ensures adequate Ombuds materials.
3) Publicize the availability of the Ombuds service including attendance at community functions, e.g., NAMI meetings.
4) Make the Ombuds service readily available to clients, family members and advocates for individual clients of publicly-funded mental health services who have questions, concerns, complaints or

grievances pertaining to the practice of mental health service providers or to the RSN. If Ombuds services are declined to any client, Ombuds shall report the decline to TRSN within two (2) days.

5) Make special efforts to contact ethnic minority communities, the elderly, and children's advocates to publicize the Ombuds service.

c. Be able to access service sites and records relating to the consumer with appropriate releases so that it can reach out to consumers and resolve grievances. The Ombuds shall:

1) Conduct announced or unannounced visits to CMHC, WHHS, and WBH mental health facilities in their respective counties for the purpose of

1.3.1 attempting to expeditiously resolve consumer grievances.

1.3.2 investigating grievances regarding Medicaid enrollee rights.

2) The Ombuds shall use best efforts to minimize the impact of unannounced visits on staff and consumers.

d. Receive training and adhere to confidentiality consistent with this Chapter 388-865 of the Washington Administrative Code and Chapters 71.05, 71.24, and 70.02 RCW.

e. Continue to be available to investigate, advocate and assist the consumer through the grievance and administrative hearing process.

f. Involve other persons, at the consumer's request.

g. Assist consumers in the pursuit of formal resolution of grievances. The Ombuds shall:

1) Insure that when an agreement cannot be reached, an aggrieved party can continue the process at a higher level, and may receive assistance from the Ombuds.

h. If necessary, continue to assist the consumer through the fair hearing processes. The Ombuds shall:

1) Be familiar with and comply with all rules, policies and procedures relating to the fair hearing process, including, but not limited to, Chapter 388-02 of the Washington Administrative Code relating to DSHS hearings and Chapter 10-08 of the Washington Administrative Code relating to the model rules adopted by the Office of Administrative Hearings.

i. Coordinate and collaborate with allied systems' advocacy and Ombuds services to improve the effectiveness of grievance advocacy and to reduce duplication of efforts for shared clients.
j. Provide information on grievance experience to the regional support network and mental health division quality management process.

k. Provide reports and formalized recommendations at least biennially to the DBHR and regional support network advisory and governing boards, quality review team, local consumer and family advocacy groups, and provider network. The Ombuds shall:

1) Provide a monthly report of activities to the RSN Quality Manager.
2) Provide a quarterly report to the RSN.
3) Participate as an active member of the TRSN Quality Management Committee.

2. **Compensation.**

a. TRSN will pay Ombuds at the flat rate of Two Thousand dollars ($2,000.00) per month for all services and expenses provided within the Scope of Work, not to exceed Twenty Four Thousand dollars ($24,000) annually.

b. Ombuds will not be compensated for any services performed outside of the Scope of Work.

3. **Effective Date.** This Agreement shall take effect on 2/15/2013

4. **Termination.** This Agreement shall continue for an indefinite term, subject to termination by either party upon thirty (30) days written notice to the other.

5. **Independent Contractor.** Ombuds is an independent contractor of TRSN, and, as such, is not subject to TRSN's immediate control or direction in the performance of the required services. Neither Ombuds nor any of Ombuds' employees or agents shall be deemed to be an official,

employee or agent of TRSN. Ombuds is solely responsible for Ombuds acts and for the acts of Ombuds officers, employees, agents and subcontractors. Additionally, Ombuds makes the following assurances:

a. Ombuds is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement;

b. Ombuds has a principal place of business that is eligible for a business deduction for federal income tax purposes. Ombuds is responsible for the costs of such principal place of business;

c. Ombuds is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for Ombuds business Ombuds is conducting;

d. Ombuds has established, or shall promptly establish, an account for the business with the Washington Department of Revenue, and with other State agencies as the circumstances may require. Ombuds shall pay all required State taxes normally paid by employers and businesses. Ombuds has registered for and received a unified business identifier number from the State of Washington;

e. Ombuds maintains a separate set of books or records that reflect all items of income and expenses of the business Ombuds is conducting.

6. **Indemnification.**

a. Ombuds shall defend, indemnify and hold harmless TRSN from and against all claims arising out of or in any way related to any act or omission of Ombuds and/or Ombuds' officers, employees, agents, subcontractors, or suppliers. Ombuds shall have no duty to defend, indemnify, or hold harmless with respect to any claim that arises from TRSN's negligence;

b. For the purposes of this section , (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs and attorney's fees, and (ii) "TRSN" means TRSN, its Boards and all past, present and future officials, Board members, employees, agents, or volunteers;

c. Ombuds shall, at Ombuds' own expense, obtain and keep in force a policy of professional liability insurance with coverage limits of not less than $1,000,000 combined single limit each occurrence/aggregate, as well as a

policy of Commercial Automobile Liability Insurance. Ombuds shall provide proof of insurance to TRSN and TRSN shall be specifically named as an additional insured on all polices.

d. This paragraph shall survive the completion, expiration and/or termination of this Agreement.

7. **Standard of Care/General Provisions.**

a. Ombuds shall comply with all recognized professional standards of care and any such Ombuds or like, code of ethics in connection with any services rendered hereunder.
b. TRSN must provide unencumbered access to and maintain the independence of the Ombuds service as set forth in WAC 388-865-0250 and as required in the then current Agreement between Washington DBHR and TRSN.
c. Ombuds shall comply with all applicable state and federal statutes, rules and regulations regarding client/consumer privacy and confidentiality. Ombuds shall execute all confidentiality forms as may be required by TRSN or Washington DSHS to protect the privacy rights of TRSN clients/consumers, including a Business Associates Agreement.
d. Ombuds is not an agent of TRSN and is not authorized to hold herself out as an agent or official representative of TRSN unless specifically authorized in writing by the TRSN Administrator to speak on behalf of TRSN on a specific topic.

8. **Non-Assignability.** Ombuds shall not assign this contract or any rights or duties hereunder to any Ombuds without first obtaining written consent of TRSN which consent shall not be unreasonably withheld.

9. **Administration.** This Agreement shall be administered for TRSN by the TRSN Administrator.

10. **Notice.** Notice, when needed or required under this Agreement, shall be given as follows:

If to TRSN to:

Brian Cameron, TRSN Administrator
Timberlands RSN
P.O. Box 217
Cathlamet, WA 98612

If to Ombuds to:

JUSTIN BALCKWELL
309 Willow Street
Kelso, WA 98626

11. **Entire Agreement.** This written Agreement constitutes the parties' entire integrated agreement.

12. **Amendments.** No provision of this Agreement may be amended or modified except by a further written document signed by TRSN and the Ombuds.

13. **Severability.** If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

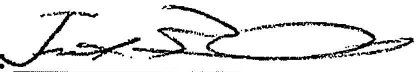
14. **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Wahkiakum County, Washington.

DATED this day **02/08/2013**

TIMBERLANDS REGIONAL SUPPORT NETWORK:

BY: ______________________

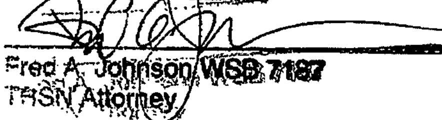
OMBUDS:



BY: ______________________

ORIGINAL

Approved as to form
on Feb. 8, 2013



Fred A. Johnson, WSB 7187
TRSN Attorney

7- Ombudsman Contract for Professional Services.

This Agreement is entered by and between Grays Harbor Regional Support Network (hereinafter referred to as "RSN"), a program responsible for the administration of publicly-funded mental health services and operated by Grays Harbor County (hereinafter referred to as "County"), a political subdivision of the State of Washington, and Behavioral Healthcare Options, Inc., a for-profit corporation based in the State of Nevada (hereinafter referred to as "Company.")

PURPOSE OF AGREEMENT.

It is the purpose of this Agreement to fund Utilization Management services in accordance with:

CFR 42 CFR 438, or any successors and Federal 1915 (b) Mental Health Waiver, Medicaid State plan or any successors.

Other provisions of Title XIX of the Social Security Act, or any successors.

RCW 38.52, 70.02, 71.05, 71.24, and 71.34, or any successors.

WAC 388-865 or any successors.

Definitions for terms used throughout this Agreement are attached hereto in Exhibit A.

This Agreement is effective from January 1, 2014 through December 31, 2014. In the event Company decides not to enter into any subsequent Agreement, Company must give notice 60 days prior to the expiration of the Agreement and comply with all transition activities as determined by the General Terms and Conditions, and Termination Procedures.

1. GENERAL PROVISIONS

1.1. ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION.

1.1.1. Both parties agree to permit, upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Company, and Comptroller General of the United States, to the extent authorized by applicable state or federal law, rule or regulation, access to review all records of Company and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

1.1.2. Both parties agree to comply with the provisions of the Business Associate Addendum, which is incorporated into and made a part of the Agreement in Exhibit B (Business Associate Agreement). Company shall make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA

provisions and applicable provisions of Washington State law. Company's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

1.1.3. The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

1.1.4. Company shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Company agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

1.1.5. Company shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss. Company shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Agreement and shall maintain a statement on file for each individual service provider or staff who has access to the mental health information system; statement shall be signed by the provider and attested to by a witness's signature, acknowledging that the provider understands and agrees to follow all regulations on confidentiality. Company and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. Company agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and federal law.

1.1.6. The County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by Company through this contract. Company shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. Company will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. Company

agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by Company, its officers, directors, employees, subcontractors or agents.

1.1.7. Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Company shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Company and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

1.1.8. Any breach of the duties and obligations described herein above may result in termination of the contract and the demand for return of all personal information. Company agrees to indemnify and hold harmless the County for any damages related to Company's unauthorized use of Personal Information.

1.2. AMENDMENT.

1.2.1. This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only persons duly authorized to bind their respective party hereto shall sign an amendment to this Agreement.

1.3. ASSETS.

1.3.1. In the event all or substantially all of the assets of either party to this Agreement are acquired by another party, all the rights and obligations under this Agreement shall inure to the benefit of such successor in interest.

1.4. ASSIGNMENT.

1.4.1. Except as otherwise provided herein, Company shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the County and the written assumption of Company's obligations by the third party.

1.5. BILLING LIMITATIONS.

1.5.1. Unless otherwise specified in this Agreement, RSN shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

1.6. BOARD OF DIRECTORS.

1.6.1. Where applicable, Company shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each Member. Company shall

notify the County in writing of any changes to this roster as they occur.

1.7. CLERICAL ERROR.

1.7.1. Clerical error, whether of RSN or Company, in keeping any record pertaining to the services under the Agreement, will not invalidate the Agreement.

1.8. COMPANY CERTIFICATION REGARDING ETHICS.

1.8.1. By signing this Agreement, Company certifies that Company is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.

1.9. COMPLIANCE WITH APPLICABLE LAW.

1.9.1. At all times during the term of this Agreement, Company 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:

1.9.1.1. All applicable Office of Insurance Commissioner's (OIC) statutes and regulations;

1.9.1.2. All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement. For services requiring licensure, Company shall supply a copy of such license upon execution of this contract;

1.9.1.3. 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 DSHS, Department of Health and Human Service (DHHS), and the EPA;

1.9.1.4. All 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;

1.9.1.5. Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA);

1.9.1.6. Those specified in Title 18 RCW for professional licensing;

1.9.1.7. Reporting of abuse as required by RCW 26.44.030;

1.9.1.8. Industrial insurance coverage as required by Title 51 RCW; and

1.9.1.9. Any other requirements associated with the receipt of federal funds.

1.9.2. 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.

1.10. CONFLICT OF INTEREST.

1.10.1. The County may, by written notice to Company:

1.10.1.1. Terminate the right of Company to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an agency or company, or a potential agency or company (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

1.10.2. State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to, or instead of, the employee directly.

1.10.3. In the conduct of state or County business, DSHS and County employees are expected to comport themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with agencies and potential agencies.

1.10.4. In the event this contract is terminated as provided herein, the County shall be entitled to pursue the same remedies against Company as it could pursue in the event of a breach of the contract by Company. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

1.11. CONSTRUCTION.

1.11.1. Nothing in this Agreement shall be construed as creating or conferring a cause of action under federal or state law that does not exist independent of this Agreement. An alleged violation of a federal or state law by the Department shall not give rise to a contractual cause of action by Company.

1.12. DEBARMENT CERTIFICATION/EXCLUDED PROVIDERS.

1.12.1. Company, by signature to this agreement, certifies that Company is not presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or Agency. Company also agrees to include the above requirement in all subcontracts into which it enters.

1.12.2. Company shall not employ any person excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7(1128 or 1128A Social security Act) or have an employee, Company, or consultant who is significant or material to the provision of services under this Agreement who has been or is affiliated with someone who has been debarred, suspended or otherwise excluded by any federal Agency.

1.12.3. Company must comply with 42-USC §1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of Company's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal Agency.

1.13. DECLARATION THAT INDIVIDUALS SERVED UNDER THE MEDICAID AND OTHER MENTAL HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS AGREEMENT.

1.13.1. Although RSN and Company mutually recognize that services under this Agreement will be provided by Company 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 RSN or Company 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.

1.14. DISPUTE.

1.14.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the County and Company and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Social Services Department for Grays Harbor County. Either party's request for a dispute hearing must:

1.14.1.1.1. be in writing;

1.14.1.1.2. state the disputed issues;

1.14.1.1.3. state the relative positions of the parties;

1.14.1.1.4. state Company's name, and address;

1.14.1.1.5. be mailed or delivered to the Public Health and Social Services

Department, 2109 Sumner Avenue, Suite 200, Aberdeen, WA 98520, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action.

1.14.2. Any question, difference, or controversy which may arise between the County and Company with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. County has the authority to suspend services to be provided under this Agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

1.15. DUPLICATIVE REPORTS AND DELIVERABLES.

1.15.1. 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 Company may provide one report or deliverable that contains the information required by both Agreements.

1.16. EXTENT OF AGREEMENT.

1.16.1. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

1.17. FAIR HEARING PROCEDURE.

1.17.1. Company will establish a system through which recipients of Company services may present grievances about the operation of the services. Company will advise recipients of the grievance procedure and Company shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with Company shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

1.18. FINANCIAL REPORT REQUIREMENTS.

1.18.1. Company shall, where applicable:

1.18.1.1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.

1.18.1.2. Provide access to financial records by independent auditors.

1.18.1.3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after Company's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that Company's Board of Directors has reviewed the audit and management letter.

1.18.2. For agencies not required to meet OMB A-133 Single Audit Requirements, Company shall submit:

1.18.2.1. Annual financial audit, and

1.18.2.2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

1.19. FRAUD AND ABUSE.

1.19.1. 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.

1.19.2. 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.

1.19.3. Company shall do the following to guard against Fraud and Abuse:

1.19.3.1. Create and maintain a mandatory compliance plan that includes provisions to educate staff of the false claim act and whistle blower protections.

1.19.3.2. Develop and maintain written policies, procedures, and standards of conduct that articulate Company's commitment to comply with all applicable federal and State standards.

1.19.3.3. Designate a compliance officer and a compliance committee that is accountable to senior management;

1.19.3.4. Provide effective ongoing training and education for Company staff.

1.19.3.5. Facilitate effective communication between the compliance officer, Company employees, and RSN.

1.19.3.6. Enforce standards through well-publicized disciplinary guidelines.

1.19.3.7. Respond promptly to detected offenses and develop corrective action initiatives.

1.19.3.8. Company staff shall report all incidents of abuse and fraudulent activities related to RSN funded services to the RSN Compliance Officer or the Division of Behavioral Health and Recovery Compliance Hotline at (888) 713-6010.

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

1.19.3.10. Substantiate Company's statement of its organization's structure, tax status, capabilities, and performance.

1.19.3.11. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document Company's invoices to RSN and all expenditures made by Company to perform as required by this Agreement.

1.20. GOVERNING LAW AND VENUE.

1.20.1. The laws of the State of Washington govern this Agreement. In the event of a lawsuit by Company against RSN involving this Agreement, venue shall be proper only in Grays Harbor County, Washington. In the event of a lawsuit by RSN against Company involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

1.21. INDEMNIFICATION.

1.21.1. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Company's own risk. Company shall defend, indemnify, and hold harmless Grays Harbor County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Company, its officers, employees, agents, or agencies. "County" as used in this Article means Grays Harbor County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging

bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.

1.22. INDEPENDENT STATUS.

1.22.1. For purposes of this Agreement, Company acknowledges that Company is not an officer, employee, or agent of DSHS or the State of Washington. Company shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of RSN, Grays Harbor County, DSHS or the State of Washington. Company shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. Company shall indemnify and hold harmless RSN from all obligations to pay or withhold federal or state taxes or contributions on behalf of Company or Company's employees.

1.23. INSPECTION.

1.23.1. 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.

1.24. INSURANCE.

1.24.1. Company shall carry at its own expense the following insurance coverage to the extent described below:

1.24.1.1. Public Liability and Property Damage in a combined single limit of $1,000,000;

1.24.1.2. Director and Officers Errors and Omissions Insurance in the amount of $1,000,000;

1.24.1.3. Professional Liability in the amount of $1,500,000.

1.24.1.4. Company shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such

insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

1.24.1.5. Upon demand by the County, Agency shall provide a complete copy of all policies for insurance required by this contract. This requirement is supplementary to, but does not replace the requirement in this contract to provide the COUNTY with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

1.25. LAWSUITS.

1.25.1. Nothing in this Agreement shall be construed to mean that Company, a County, RSN, 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.

1.26. MODIFICATION.

1.26.1. Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

1.27. NONDISCRIMINATION.

1.27.1. In the performance of this contract, Company shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. Company shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era or Disabled Veteran status, or disability in:

1.27.1.1. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause;

1.27.1.2. Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.

1.27.2. If assignment and/or subcontracting have been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each Company or subcontractor. Company shall take such action as may be required to ensure full compliance with the provisions of

this clause, including sanctions for noncompliance.

1.27.3. Upon execution, Company shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.

1.28. NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

1.28.1. In the event of Company's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and Company declared ineligible for further contracts with the County. Company shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

1.29. NOTICE.

1.29.1. Notices shall be written and personally delivered, effective on delivery or effective upon receipt by fax or Email, or sent by United States mail effective on the third (3rd) day following the date deposited in the mail, addressed to the parties at the addresses set forth below:

1.29.1.1. Any notice hereunder to be given to RSN shall be addressed to:

Joan Brewster

Director Grays Harbor Public Health and Social Services

2109 Sumner Ave

Aberdeen, WA 98520

1.29.1.2. Any notice hereunder to given to Company shall be addressed to:

Garyn Ramos

Vice President and COO

Behavioral Healthcare Options, Inc.

2716 N. Tenaya Way

Las Vegas, NV 89128

1.30. ORDER OF PRECEDENCE.

1.30.1. 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:

1.30.1.1. Applicable federal and State of Washington statutes and regulations.

1.30.1.2. The General Terms & Conditions of this Agreement.

1.30.1.3. The Specific Terms & Conditions of this Agreement.

1.30.1.4. Any Exhibits attached or incorporated into this Agreement by reference.

1.31. OWNERSHIP OF MATERIAL.

1.31.1. Material created by Company and paid for by RSN as a part of this Agreement shall be owned by RSN 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 Company uses to perform this Agreement but is not created for or paid for by RSN is owned by Company and is not "work made for hire"; however, RSN shall have a perpetual license to use this material for RSN internal purposes at no charge to RSN, provided that such license shall be limited to the extent which Company has a right to grant such a license.

1.32. POLITICAL ACTIVITY PROHIBITED.

1.32.1. None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office or ballot proposition.

1.33. RECORDS RETENTION.

1.33.1. 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 year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six-year period, whichever is later.

1.33.2. Company shall maintain records sufficient to:

1.33.2.1. 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;

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

1.33.2.3. Substantiate Company's statement of its organization's structure, tax status, capabilities, and performance; and

1.33.2.4. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document Company's invoices to the County and all expenditures made by Company to perform as required by this Agreement.

1.33.3. Company and its subcontractors shall cooperate in all reviews, including but not

limited to, surveys, and research conducted by the County, DSHS or other Washington State Departments.

1.33.4. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether Company 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.

1.34. RELATIONSHIP OF THE PARTIES.

1.34.1. The parties intend that an independent relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with Company. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of Company shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of Company are not entitled to any of the benefits the County provides for County employees. Company will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

1.34.2. Company is not, and shall not be, deemed to be a fiduciary of Insurer or Benefit Plan. Rather, the duties of Company hereunder are ministerial in nature, and the Agreement shall not be deemed to confer or delegate any discretionary authority or discretionary responsibility in the administration of the Benefit Plan.

1.34.3. Company shall be entitled to rely, without question, upon any written or oral communication of the Director of RSN or its designee, which is believed by the Company to be genuine and to have been presented by a person having the apparent authority to do so.

1.34.4. Company is not, and shall not be, deemed to be a "Designated Decision Maker" for RSN or RSN's Plan Document. As such, Company does not assume any authority under the Plan Document or from RSN to make medically reviewable decisions with respect to any of the Plan Participants or in the administration of the Plan Document. Such decisions and "Designated Decision Maker" status shall remain the exclusive authority of RSN.

1.35. RESPONSIBILITY.

1.35.1. 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. RSN and Company 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. RSN and Company agree to notify the attorneys of record in any tort lawsuit where both are parties if either RSN or Company 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.

1.36. SEVERABILITY.

1.36.1. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

1.36.2. If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

1.37. STANDARDS FOR FISCAL ACCOUNTABILITY.

1.37.1. Company agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Company further agrees that the County shall have the right to monitor and audit the fiscal components of Company to ensure that actual expenditures remain consistent with the terms of this Agreement.

1.37.2. Company shall:

1.37.2.1. Provide accurate, current and complete disclosure of the financial status of this Agreement upon request by County;

1.37.2.2. Identify the source and application of funds for services supported by this Agreement in whole or in part;

1.37.2.3. Maintain internal controls that provide reasonable assurance that Company is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

1.38. STANDARDS FOR PROGRAM ACCOUNTABILITY.

1.38.1. Company agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. Company further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.

1.39. TITLE TO PROPERTY.

1.39.1. Title to all property purchased or furnished by RSN for use by Company during the term of this Agreement shall remain with RSN. Title to all property purchased or furnished by Company for which Company is entitled to reimbursement by RSN under this Agreement shall pass to and vest in RSN. Company shall take reasonable steps to protect and maintain all RSN property in its possession against loss or damage and shall return RSN property to RSN upon Agreement termination or expiration, reasonable wear and tear excepted.

1.40. USE OF FEDERAL FUNDS.

1.40.1. Company shall certify that no federal funds payable under this contract will be paid by or on the behalf of Company, to pay any person for influencing or attempting to influence an officer or employee of any Agency, Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.41. WAIVER.

1.41.1. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1.2, "Amendment". Only the Agreements Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of RSN.

1.42. REMEDIAL ACTIONS.

1.42.1. The County may initiate remedial action if it is determined that any of the following situations exist:

1.42.1.1. A problem exists that negatively impacts individuals receiving RSN-funded services;

1.42.1.2. Company has failed to perform any of the services required in this Agreement;

1.42.1.3. Company has failed to develop, produce, and/or deliver to the County any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;

1.42.1.4. Company 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 authorization of RSN-funded mental health services; or Company has failed to implement corrective action required by the County within prescribed timeframes.

1.42.2. The County may impose any of the following remedial actions:

1.42.2.1. Require Company to develop and execute a corrective action plan.

1.42.2.2. Corrective action plans developed by Company must be submitted for approval to the County within 30 calendar days of notification.

1.42.3. Corrective action plans may require modification of any policies or procedures by Company relating to the fulfillment of its obligations pursuant to this Agreement. The County may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

1.42.4. Corrective action plans must include:

1.42.4.1. A brief description of the situation requiring corrective action;

1.42.4.2. The specific actions to be taken to remedy the situation;

1.42.4.3. A timetable for completion of the actions; and

1.42.4.4. Identification of individuals responsible for implementation of the plan.

1.42.5. Corrective action plans are subject to approval by the County, which may:

1.42.5.1. Accept the plan as submitted;

1.42.5.2. Accept the plan with specified modifications;

1.42.5.3. Request a modified plan; or

1.42.5.4. Reject the plan.

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

1.42.5.6. Increase withholdings identified above by up to an additional three percent for each successive month during which the remedial situation has not

been resolved.

1.42.5.7. Terminate for Default as described below.

1.43. AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT.

1.43.1. If Company fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

1.44. SUSPENSION.

1.44.1. If Company fails to comply with the terms of this Agreement, or whenever Company is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to Company. The amount of any payments withheld during suspension will be related to the issue of non-compliance and related costs, unless as overpayments are otherwise specified in this Agreement. The suspension will remain in full force and effect until Company has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by Company during the period of suspension will be allowable under this Agreement except:

1.44.2. Reasonable, proper and otherwise allowable costs which Company could not avoid, as approved by the County, during the period of suspension;

1.44.3. If upon investigation Company is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

1.45. TERMINATION FOR CAUSE.

1.45.1. If Company fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1.45.1.1. The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to the substantially detrimental to the interest of the County;

1.45.1.2. Company has failed to take satisfactory action as directed by the County within the time specified by the County;

1.45.1.3. Company has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

1.45.1.3.1. The County may terminate this Agreement in whole or in part and

thereupon shall notify Company of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to Company. After this effective date, no charges incurred under any terminated portion are allowable and Company shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute Company's duties under this Agreement.

1.46. TERMINATION FOR OTHER GROUNDS.

1.46.1. This Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;

1.46.2. The County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of a unilateral change made in the County's Agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

1.47. CLOSE-OUT.

1.47.1. Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1.47.1.1. Upon written request by Company, the County shall make or arrange for prompt payment to Company of allowable reimbursable costs not covered by previous payment;

1.47.1.2. Company shall immediately refund to the County any unencumbered balance of funds paid to Company that are budgeted but unspent for the program(s) terminated;

1.47.1.3. Company shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;

1.47.1.4. In the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to Company after fully considering the recommendation on disallowable costs resulting from the final audit;

1.47.1.5. Company agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

1.48. SURVIVABILITY.

1.48.1. 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.

1.49. TERMINATION DUE TO CHANGE IN FUNDING.

1.49.1. If the funds upon which RSN relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, RSN may terminate this Agreement by providing at least five (5) business days' written notice to Company. The termination shall be effective on the date specified in the notice of termination.

1.50. TERMINATION FOR CONVENIENCE.

1.50.1. RSN may terminate this Agreement in whole or in part for convenience by giving Company at least ninety (90) calendar days' written notice. Company may terminate this Agreement for convenience by giving RSN at least ninety (90) calendar days' written notice addressed to the RSN contact person (or to his or her successor) listed on the first page of this Agreement.

1.51. TERMINATION FOR DEFAULT.

1.51.1. The RSN Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to Company, if RSN has a reasonable basis to believe that Company has:

1.51.1.1. Failed to meet or maintain any requirement for contracting with RSN.

1.51.1.2. Failed to perform under any provision of this Agreement.

1.51.1.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement.

1.51.1.4. Otherwise breached any provision or condition of this Agreement.

1.51.2. Before the RSN Contracts Administrator may terminate this Agreement for default, RSN shall provide Company with written notice of Company's noncompliance with the Agreement and provide Company a reasonable opportunity to correct Company's noncompliance. If Company does not correct Company's noncompliance within the period of time specified in the written notice of noncompliance, the RSN Contracts Administrator may then terminate the Agreement. The RSN Contracts Administrator may terminate the Agreement for default without such written notice and without opportunity for correction if RSN has a reasonable basis to believe that a client's health or safety is in jeopardy.

1.51.3. Company may terminate this Agreement for default, in whole or in part, by written notice to RSN, if Company has a reasonable basis to believe that RSN has:

1.51.3.1. Failed to meet or maintain any requirement for contracting with Company;

1.51.3.2. Failed to perform under any provision of this Agreement;

1.51.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

1.51.3.4. Otherwise breached any provision or condition of this Agreement.

1.51.4. Before Company may terminate this Agreement for default, Company shall provide RSN with written notice of RSN's noncompliance with the Agreement and provide RSN a reasonable opportunity to correct RSN's noncompliance. If RSN does not correct RSN's noncompliance within the period of time specified in the written notice of noncompliance, Company may then terminate the Agreement.

1.52. Termination Procedure.

1.52.1. The following provisions apply in the event this Agreement is terminated:

1.52.1.1. Company shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

1.52.1.2. Company shall promptly deliver to the RSN contact person (or to his or her successor) listed in this Agreement, all RSN assets (property) in Company's possession, including any material created under this Agreement. Upon failure to return RSN property within ten (10) working days of this Agreement termination, Company shall be charged with all reasonable costs of recovery, including transportation. Company shall take reasonable steps to protect and preserve any property of RSN that is in the possession of Company pending return to RSN.

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

1.52.1.4. If the Contracts Administrator terminates this Agreement for default, RSN may withhold a sum from the final payment to Company that RSN determines is necessary to protect RSN against loss or additional liability. RSN shall be entitled to all remedies available at law, in equity, or under this Agreement due to Company's default. If it is later determined that Company was not in default, or if Company terminated this Agreement for

default, Company shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in Section 1.25 entitled “Lawsuits”.

2. FISCAL PROVISIONS

2.1. CONSIDERATION: As consideration for services described in the Specific Provisions of this Agreement, RSN agrees to pay Company as described below subject to the availability of funds.

2.2. PAYMENT CONDITIONS. For the period January 1, 2013 – December 31, 2013, the RSN will pay a fee of $.40 Per Member Per Month (PMPM).

2.3. Fees will be paid on a monthly basis, based upon estimated GHRSN Membership of 15,200.

2.4. Annual Reconciliation: In the event the actual number of Members for the contract period is different from the estimate in section 2.3, a reconciliation payment will be calculated annually. Determination of the actual number of Members shall be based upon the Membership data posted by the Washington State Department of Social and Health Services in the ProviderOne payment system. The number of Members shall be defined as the number of Personal Identification Codes contained in the official eligibility file named “1050204. [MMDDYYYYHHMMSS].834.out”.

2.5. The fee due date is 30 days following the last day of the month for which services were rendered.

2.6. If such payment is not made in full by RSN on or prior to the fee due date, a thirty-one (31) day Grace Period shall be granted to RSN for payment without interest charged. If payment is not received by the expiration of the Grace Period, the Agreement may be terminated by the Company, pursuant to Section 1.51.3 of this Agreement. Fees outstanding subsequent to the end of the Grace Period shall be subject to a late penalty charge of 1.50% of the total fee amount due calculated for each thirty-one (31) day period or portion thereof the amount due remains outstanding.

2.7. No payment shall be made for any service rendered by the Company that is not identified within the terms and conditions of this Agreement.

2.8. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to initiate remedial action in whole or in part or recoup previous payments when:

2.8.1. Company fails to submit all required documentation and/or required reports or audits, including Corrective Action Plans, by the dates specified in the contract, requested or agreed upon; in the County's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this

contract; or

2.8.2. Company fails to meet any agreed upon minimum levels of performance;

2.9. Reduction in funding: The County reserves the option to prospectively reduce the amount of this contract in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this Agreement do not become available for use in purchasing said services. The County agrees to promptly notify the contracting Company of any reduction in funding by state, federal, or other officials.

2.10. Each invoice payment will be reduced by the amount paid by RSN to Company for unpaid assessments, penalties, damages, and other payments pending a dispute resolution process. If the dispute is still pending at the end of this Agreement, RSN will withhold the amount in question from the final payment until the dispute is resolved.

2.11. RSN will withhold 50 percent of the final payment under this Agreement until all final reports and data are received and accepted by RSN, and until all pending corrective actions, penalties, or unpaid assessments are satisfied.

2.12. Company must give notice at least 60 days prior to the end of the Agreement if a decision is made not to enter into a subsequent agreement.

3. SPECIFIC PROVISIONS

3.1. RESPONSIBILITIES OF RSN.

3.1.1. Furnish to Company on a monthly basis, on mutually agreed upon forms, such information as may reasonably be required by the Company for the administration of Company's management services provided hereunder.

3.1.2. Ensure eligibility information is received in an electronic format, on a monthly basis, and upon a mutually agreed upon day of each month.

3.1.3. Produce and distribute to Members, at RSN's expense, notices, identification cards, and any other materials as may be reasonably necessary to advise Members of their obligations with respect to the utilization management of behavioral health care services.

3.1.4. Be the final arbiter as to the interpretation of the Benefit Plans and as to the payment of benefits thereunder.

3.1.5. Indemnify and hold harmless the Company, its agents, and employees, against any and all liability, damages, expenses and costs, including, without limitation, court costs, attorney's fees, and punitive and exemplary damages arising as a result of any act, error, or omission of RSN or RSN's agents and employees resulting in a claim demand or legal or administrative proceeding made or brought against Company by or on behalf of any person including, without limitation, any Member, Beneficiary, or fiduciary under the Benefit Plan.

3.1.6. Unless otherwise directed by Washington State Division of Behavioral Health and Recovery or Centers for Medicaid and Medicare Services, provide the Company with ninety (90) days advanced written notice of any changes to the RSN's Benefit Plans for which the Company is responsible to provide utilization management.

3.1.7. To be solely responsible for certifying eligibility for coverage and benefits with respect to those Members, the Company is providing the utilization management services described herein.

3.1.8. Any taxes, licenses, and fees levied, if any, by any Local, State or Federal authority in connection with the operation of the RSN's benefit plan or in connection with the duties of Company hereunder are to be paid by RSN. Company agrees to notify RSN and make arrangements for payment thereof if any such claim is made.

3.1.9. RSN agrees that its officers and employees will cooperate with Company in the performance of services under this Agreement and will be available for consultation with Company at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.1.10. RSN understands and agrees that the only services covered under the terms of this Agreement are those services set forth herein and outlined in EXHIBIT C 2013 UTILIZATION MANAGEMENT DELEGATION.

3.2. RESPONSIBILITIES OF COMPANY.

3.2.1. Company agrees to provide Utilization Management services to Members covered by Benefit Plans issued by RSN as set forth in EXHIBIT C 2013 UTILIZATION MANAGEMENT DELEGATION.

3.2.2. Company also agrees to:

3.2.2.1. Coordinate activities set forth in EXHIBIT C with RSN and correspond with the Members and providers of services if additional information is deemed necessary in order to evaluate a request for behavioral healthcare services;

3.2.2.2. Provide notice to Members and providers as to the reason(s) for any proposed denial and provide for the review of denied authorizations as recommended by Company, provided, however, that such review shall be advisory to RSN in accordance with the terms of this Agreement and shall not be deemed to be an exercise of discretion by the Company;

3.2.2.3. Generate company's standard utilization reports on a quarterly basis for the benefit of RSN or, if so directed by RSN, the Washington State Department of Social and Health Services – Division of Behavioral Health

and Recovery.

3.2.2.4. Provide to RSN the hard or electronic copy information reasonably necessary for RSN's reporting encounter data.

3.2.3. Company shall establish and maintain a record-keeping system concerning the services to be performed hereunder. All such records shall be made available to RSN upon reasonable notice and subject to state and federal laws relating to the confidentiality. All such records shall be available for inspection by RSN at any time during normal business hours at the offices of the Company in Las Vegas, Nevada. The Company agrees to provide documents upon request under the Washington State Public Disclosure Laws.

3.2.4. Upon reasonable request by RSN, Company will participate in educational presentations to consumers.

3.2.5. Company shall not be liable for any loss resulting from the performance of its duties hereunder, except for losses resulting directly from:

3.2.5.1. The willful misconduct of the Company; or

3.2.5.2. The fraudulent or criminal acts of the agents or employees of the Company, whether acting alone or in concert with others; except that if such act or acts shall have been performed in concert with an agent or employee of RSN, RSN shall bear its proportionate share of liability for the resulting loss.

3.2.6. The Company shall issue an oral and/or written disclaimer to providers and/or members which states that the Company is not guaranteeing eligibility or payment to any providers in connection with the performance of its utilization management services functions under the terms of this Agreement.

3.2.7. Indemnify and hold harmless RSN, its agents and employees, against any and all liability, damages, expenses and costs, including, without limitation, court costs, attorney's fees and punitive and exemplary damages arising as a result of any act, error, or omission of Company or Company's agents and employees resulting in a claim, demand, or legal or administrative proceeding made or brought against RSN by or on behalf of any person including, without limitation, any Member, Beneficiary or fiduciary under the Benefit Plan.

4. GENERAL PROVISIONS

4.1. QUALITY ASSURANCE.

4.1.1. PHYSICIAN INCENTIVE PLANS. Company 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 individual, agency, or corporation operating such a plan.

4.1.2. Company shall require a criminal history background check through the Washington State Patrol for employees and volunteers of Company who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

4.1.3. QUALITY REVIEW ACTIVITIES. The Department of Social and Health Services (DSHS), Office of the State Auditor, the Department of Health and Human Services, Centers for Medicare and Medicaid Services, the Comptroller General, or any of their duly-authorized representatives, may conduct announced and unannounced:

4.1.3.1.1. Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.

4.1.3.1.2. Reviews regarding the quality, appropriateness, and timeliness of mental health Utilization Management services provided under this Agreement.

4.1.3.2. Company shall notify RSN when an entity other than DBHR performs any audit or review, described above, related to any activity contained in this Agreement.

4.1.3.3. The RSN shall submit to an annual EQRO monitoring review and work with the EQRO Agency set forth by DSHS to schedule a time for the monitoring review that works for both parties.

4.1.3.4. 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 RSN's compliance with regulatory requirements, adherence to quality outcomes, and timeliness of, and access to, services provided by Company. The EQRO may make site visits to Company, review Company charts, and interview Company staff during this process.

4.1.3.5. In the event Company or any of Company's Subcontractors do not provide ready access to any information or facilities for the EQRO monitoring review during the scheduled time, Company shall incur any costs for re-scheduling the EQRO Company to return and finish its review.

5. STATEMENT OF WORK.

5.1. Company shall perform the activities described in EXHIBIT C, and in accordance with the definitions described in Exhibit A, EXHIBIT G and RSN Policies and Procedures or any successors, incorporated herein by reference.

6. MANAGEMENT INFORMATION SYSTEM.

6.1. The Company shall be in compliance with all applicable law and standards including,

but not limited to WAC 388-865-0275. In addition Company shall:

6.1.1. participate in the existence and operation of a single integrated information system (Avatar) through the County. Company shall have the ability to collect, use internally and report data as currently required by RSN and Division of Behavioral Health and Recovery in order to provide a highly coordinated, centralized, seamless system of mental health services and to provide timely monitoring.

6.1.2. Annually allow for inspection of Company's business continuity and disaster recovery plan that ensures timely reinstitution of the consumer 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. The plan must address the following:

6.1.2.1. An appointed Disaster Recovery Team.

6.1.2.2. Provisions for backup of key personnel; identified Emergency Procedures; visibly listed emergency telephone numbers.

6.1.2.3. Procedures for allowing effective communication; applications inventory and Business Recovery priority; hardware and software vendor list.

6.1.2.4. Confirmation of updated system and operation documentation; process for frequent backup of systems and data.

6.1.2.5. Off-site storage of system and data backups; ability to recover data and systems from backup files.

6.1.2.6. designated recovery options that may include use of a hot or cold site;

6.1.2.7. evidence that disaster recovery tests or drills have been performed

6.1.3. Ensure that RSN receives requested information in a manner that will allow for a timely response to inquiries from the Division of Behavioral Health and Recovery, CMS, the legislature and other parties about system operations. Such data shall be provided in the time frame indicated by RSN at the time of the request.

6.1.4. comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regarding transmission, standardization of transactions, privacy, security and other provisions of the law, including any additional RSN contract terms which may be caused to come into effect during the course of this contract.

6.1.5. Comply with EXHIBIT D DATA SECURITY REQUIREMENTS.

7. PROGRAM INTEGRITY:

7.1. The Agency shall ensure compliance with the program integrity provisions of this Agreement, including proper methods for detection of fraud, waste, and abuse.

7.2. The following are relevant citations for Program Integrity compliance. The Agency is expected to be familiar with and comply with all regulations related to Program Integrity whether those regulations are listed or not.

7.2.1. 42 CFR 438.608(a)

7.2.2. 42 CFR 455

7.2.3. 42 CFR 1000 through 1008

7.2.4. An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of 5 percent 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)).

7.3. Provider Credentialing: The Agency shall have written policies that require monitoring of provider credentials.

7.3.1. The Agency shall maintain a list of individuals and entities with an ownership or control interest.

7.3.2. The Agency shall not contract with an individual provider or an entity who is an officer, director, agent, or manager who has been convicted of crimes as specified in 42 USC §1320a section 1128 of the Social Security Act.

7.4. The Agency must provide the following disclosures to the RSN (42 CFR 455.104):

7.4.1. The name and address of any person (individual or corporation) with an ownership or control interest in the Agency. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

7.4.2. Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Agency.

7.4.3. Whether a person with an ownership or control interest in the Agency is related to another person with ownership or control interest in the RSN as a spouse, parent, child, or sibling.

7.4.4. Disclosures from the Agency are due at any of the following times:

7.4.4.1. Upon the Agency executing the Contract with the RSN

7.4.4.2. Upon renewal or extension of the contract

7.4.4.3. Within 35 days after any change in ownership.

7.5. 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.

7.5.1. The Agency shall report suspected fraud or abuse directly to the RSN as soon as it is discovered and cooperate in any investigation or prosecution conducted by the RSN or MFCU.

7.5.2. When the Agency notifies the RSN about potential fraud and abuse, the Agency must also send all information to the RSN within one (1) working day, to include

7.5.2.1. The subject(s) of complaint by name and employee position;

7.5.2.2. The source of the complaint;

7.5.2.3. The nature of fraud or abuse;

7.5.2.4. The approximate dollar amount;

7.5.2.5. The legal and administrative disposition of the case.

7.5.3. The Agency's Program Integrity, Fraud and Abuse program shall have:

7.5.3.1. In effect a process to inform officers, and employees about the False Claims Act.

7.5.3.2. Administrative and management arrangements or procedures, and a mandatory compliance plan.

7.5.3.3. Written policies, procedures, and standards of conduct requiring the Agency and the Agency's officers and employees to comply with the requirements of this section.

7.5.3.4. A designated compliance officer and a compliance committee that is accountable to senior management;

7.5.3.5. Effective ongoing training and education for the compliance officer and staff.

7.5.3.6. Effective communication between the compliance officer, the Agency's employees, and the RSN

7.5.3.7. Enforcement of standards through well-publicized disciplinary guidelines.

7.5.3.8. Internal monitoring and auditing.

7.5.3.9. Provisions for prompt response to detected offenses and development of corrective action initiatives.

7.5.3.10. Provision of detailed information to employees and regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act.

7.5.3.11. Provision for full cooperation with the RSN, any federal, HCA or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for their investigation.

7.5.3.12. Verification that services billed by providers were actually provided to consumers.

7.5.3.13. Screening the Agency's directors, officer, and partners prior to entering into a contractual or other relationship.

7.5.3.14. Screening individuals and entities with an ownership or control interest of at least 5% of the Agency's equity prior to entering into a contractual or other relationship.

7.5.3.15. Screening individuals with an employment, consulting, or other arrangement with the Agency for the provision of items and services that are significant and material to the Agency's obligations under this Agreement.

7.5.3.16. Screening monthly newly added Agency 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.

7.5.4. The Agency must report to the RSN:

7.5.4.1. By completing EXHIBIT F (Monthly Employee Report) each month by the 10th day of the month;

7.5.4.2. Any excluded individuals and entities discovered in the screening within ten (10) business days;

7.5.4.3. Any actions taken by the Agency to terminate relationships with employees and individuals with an ownership or control interest discovered in the screening;

7.5.4.4. Any Agency employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128.with ten (10) business days of the Agency becoming aware of the conviction;

7.5.4.5. Any Agency individuals and entities with an ownership or control interest. The Agency must provide a list with details of ownership and control no later than October 1, 2013 and keep that list up-to-date thereafter;

7.5.5. The Agency will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.

7.5.6. Civil monetary penalties may be imposed against the Agency if it employs or enters into a contract with an excluded individual or entity to provide goods or services to consumers. (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2))

7.6. In addition, if the RSN notifies the Agency that an individual or entity is excluded from participation the Agency shall terminate all beneficial, employment and contractual, and control relationships with the excluded individual or entity immediately (WAC 388-502-0030).

7.6.1. The list of excluded individuals will be found at: http://www.oig.hhs.gov/fraud/exclusions.asp.

7.6.2. SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

8. Attachments

8.1. EXHIBIT A DEFINITIONS 2014

8.2. EXHIBIT B BUSINESS ASSOCIATE AGREEMENT 2014

8.3. EXHIBIT C 2014 UTILIZATION MANAGEMENT DELEGATION

8.4. EXHIBIT D DATA SECURITY REQUIREMENTS

8.5. EXHIBIT E P&P BBA - I EXCLUDED PROVIDERS

8.6. EXHIBIT F MONTHLY EMPLOYEE REPORT

8.7. EXHIBIT G ACCESS TO CARE STANDARDS

Policy Title:	**Delegation Functions**	**Policy No. 6005**
Category:	Contract Compliance	Date Adopted: October 11, 2004 Policy Revision Date: July 13, 2007 February 12, 2010 Procedure Revision Date: July 13, 2012 September 21, 2012
Reference:	Washington Administrative Code 388-865 DSHS / Timberlands RSN Contract	

POLICY:

Timberlands Regional Support Network shall oversee and be accountable for any PIHP functions and responsibilities that it delegates to any subcontractor.

PROCEDURES / PROCESSES:

TRSN currently delegates the following functions:

- Providing information to enrollees is delegated to the TRSN contracted licensed mental health agencies.

Capacity to provide this delegated function was determined by TRSN prior to formal delegation, based on previous performance of related tasks as well as evaluation of each provider's organizational capacity, clinical capacity, and quality improvement processes. These are further described below. TRSN reassesses its determination decision on delegation annually through its contract monitoring process, which includes the capacity for issuing corrective actions.

- Authorization process decisions are delegated to Behavioral Healthcare Options, Inc. (BHO)

TRSN delegates Authorization process decisions to Behavioral Healthcare Options (BHO). This includes authorizations of outpatient and inpatient services within expected timeframes, as well as issuing denials when appropriate, sending Notices of Action, Notices of Determination, maintaining required databases, and sending TRSN designated reports per schedule in a timely manner. A delegation agreement with BHO identifies delegated functions, activities and responsibilities and criteria for performance review. Continued performance of delegated functions is contingent on meeting TRSN performance requirements identified in the delegation agreement. Prior to contracting, TRSN reviewed the organization's accreditation, UM Plan, staffing qualifications, training process, peer and medical review capacity, etc. Ongoing informal performance review is used, as well as a formal written review on at least an annual basis.

TRSN may, additionally, utilize TRSN staff to perform authorization decisions. If TRSN staff perform authorization decisions, then TRSN will validate the needed licensing and credentials required and ensure the same level of performance and responsibilities of the delegated contractor. TRSN will document and store original copies of needed licensing and credentialing in the TRSN staff personnel file and monitor at least annually during employee yearly review.

- After hours telephone crisis services is delegated to ProtoCall Services, Inc. (ProtoCall).

TRSN delegates after hours telephone crisis services to ProtoCall Services, Inc. ProtoCall is licensed by the State of Washington, Department of Social and Health Services, Division of Behavioral Health and Recovery to provide Emergency Crisis Intervention Services. TRSN has accepted this licensure as a part of our due diligence related to ProtoCall's ability to perform contracted requirements.

Criteria for assessing initial capacity of TRSN contractors for delegated functions (provision of information):

Organizational Capacity

Each TRSN contractor must demonstrate the following:

- Maintain licensing by the State as a mental health agency
- Maintain written policies and procedures covering its adherence to contract and relevant regulations
- Have an adequate data system and staffing to participate in required data reporting; e.g., data on service authorizations, inpatient certifications, evaluation of MIS system, provision of data for TRSN quality management needs, and ongoing management data to monitor the overall service delivery system
- Maintenance of an internal quality management / quality improvement process and documentation of minutes for TRSN review
- Demonstration of a management team that is responsive to feedback from TRSN (and its Ombuds and Quality Review Team), allied providers, and service recipients
- Participation in review of service data with TRSN staff to identify status of service goals and possible administrative and clinical problems.
- Training and supervision with staff that reflect TRSN's mission and goals as well as adherence with contract and regulations
- Ability to implement TRSN working agreements with inpatient facilities
- Ongoing support for client rights, from provision of information on client rights to responsive action when feedback suggests there may be problems in this area.
- Meaningful involvement of clients and family members in various organizational roles, from direct service provider to advisory board member.

Clinical Capacity

Contractors that provide clinical services must demonstrate:

- The availability of qualified staff to assume delegated functions; this includes mental health professionals with clinical expertise in treating children and adults, and a sufficient number of mental health specialists.

- Care management staff must show an understanding of State Access to Care guidelines, and familiarity with current best practices and promising practices.

- There must also be sufficient county designated mental health professionals (DMHPs) to evaluate medical necessity of inpatient services and coordinate with inpatient facilities on behalf of TRSN enrollees.

- Hiring for clinical staff includes verification of licensure or certification, background checks, review of any loss of licensure or felony convictions, Federal excluded provider and debarment checks, and reference checks.

- Competence in implementing delegated functions, as seen in concurrent and retrospective reviews of service authorizations, provider decisions regarding ongoing care, care coordination with allied providers, supervisory feedback to staff, and response to complaints and grievances. Effective use of training so that staff understand relevant clinical procedures and expected practice (e.g., use of Access to Care standards to determine eligibility for services).

- Openness to TRSN feedback on delegated functions and capacity to make changes in practice when requested.

- Capacity to provide second opinions when requested using TRSN's forms and procedures for this.

- Documentation of decision making associated with inpatient certification, via crisis contact form sent to TRSN with inpatient certification form.

- Effective medical records practices that support the effective organization of clinical material and make clinical information available for TRSN review.

- Appropriate use of in-facility stabilization services for hospital diversion.

- Capacity for intensive clinical services for clients with repeated inpatient admissions, along with effective use of crisis plans.

- Participation in any training and feedback from TRSN regarding delegated functions.

Quality Improvement Processes

- Each contractor is required to implement and document a quality management / quality improvement process. Minutes are reviewed by TRSN during annual contract monitoring.

- Each provider is required to track complaints and their resolution, and to share documentation with the TRSN Ombuds for quarterly review through TRSN's Quality Management Committee.

- Each provider participates in TRSN's policies and procedures for grievances and fair hearings; they provide relevant information to enrollees at entry to services and participate actively in the resolution of enrollee complaints.

- Complaints regarding quality of care are dealt with at the lowest possible level, initially by a clinical supervisor, and are reported to a designated person at each provider responsible for maintaining a complaint log. This is generally the executive director or the highest level clinical manager. Providers are expected to make all system resources available to help with resolution of complaints, including use of the TRSN Ombuds, provision of second opinions, and access to Fair Hearings.

- Providers are given feedback on quality issues by TRSN's Quality Review Team (QRT). Providers respond appropriately and in a timely way to QRT recommendations for improvement.

- Each provider participates in the TRSN Quality Management Committee (QMC) and assists in analysis of their data.

1. The contract between TRSN and its subcontractors:

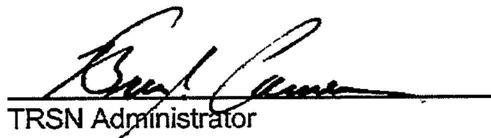
   a. specifies the activities and responsibilities delegated to the subcontractor; and

   b. provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

2. TRSN monitors performance on an ongoing basis and subjects them to formal annual reviews through contract monitoring, Clinical Utilization reviews, as well as ongoing concurrent reviews. The TRSN Administrator and Quality Manager direct these monitoring activities. Formal reports are shared with Quality Management Committee and with the TRSN Advisory and Governing Boards.

If TRSN identifies deficiencies or areas for improvement, TRSN takes corrective action with the appropriate contractor. This may range from feedback to the person providing the delegated function (or their supervisor), to written corrective action.

PROCEDURE SIGNATURE



TRSN Administrator

Date 9/21/2012

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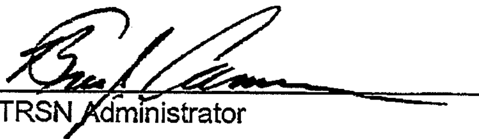
POLICY SIGNATURE

TRSN Governing Board Chair

7/13/12
Date

PROCEDURE SIGNATURE



TRSN Administrator

7/13/12
Date

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CONTRACT

Between

AGING AND ADULT CARE OF WASHINGTON
(AACW)
50 Simon Street SE
East Wenatchee, WA 98802

And

CHELAN-DOUGLAS REGIONAL SUPPORT NETWORK
(CDRSN)
636 Valley Mall Parkway, Suite 200
East Wenatchee, WA 98802

1. PURPOSE:

   1.1. The Mental Health Ombudsman Program shall serve consumers and potential consumers of public mental health services and their family members in Chelan and Douglas Counties, regardless of race, age, ethnicity, income or disability. The ombudsman service will provide consumers with information concerning their rights and available resources, provide trained ombudsman staff and/or volunteers, obtain facts related to presenting complaints and grievances and advocate with consumers to resolve complaints or grievances.

2. Aging and Adult Care of Washington's Responsibilities:

   The Aging and Adult Care of Washington will:

   2.1. Hire and train qualified and effective staff and/or volunteers. Ensure the availability of ombudsman staff to assist grievances at all levels of the grievance and fair hearing process;
   2.2. Provide professional supervision to staff and/or volunteers;
   2.3. Develop policies and procedures for daily operations including a protocol for identifying the Mental Health ombudsman;
   2.4. Provide the program staff with written code of ethics, performance standards and written procedures with timelines to follow;
   2.5. Develop age and culturally appropriate processes for consumers to pursue complaints, grievances, appeals and fair hearings. Give consumers the opportunity to report complaints and grievances. Have the complaints and grievances investigated, and resolved promptly. Ensure the grievance/complaint resolution process shall meet the requirements of the CDRSN complaint / grievance procedure, attached as Attachment 1.
   2.6. Distribute to public mental health consumers and potential consumers a written brochure and posters explaining the Ombuds service in Spanish and English languages.
   2.7. Encourage and recruit volunteer ombudsman in addition to paid staff, if needed;
   2.8. Ensure business work space (permitting private conversations), desk, phone and office supplies for the Ombudsman(s)' use;

2.9. Foster a work environment which encourages the Ombudsman staff to perform his/her duties and responsibilities;
2.10. Affirm that no discriminatory, disciplinary, or retaliatory action shall be taken against any individual, for any communication made, or information given or disclosed, to aid the Ombudsman in carrying out his/her duties and responsibilities;
2.11. Use pertinent personnel policies and rules in administering the Ombudsman position(s). Such personnel policies will take precedence in the event of conflict between such policies and this Statement of Work.
2.12. Maintain copies of all complaints, grievances, appeals and fair hearing outcomes and resolutions for minimum of 6 years;
2.13 Shall submit reports on service delivery as per the specifications, frequency and format of the report agreed upon by the Aging and Adult Care of Washington and CDRSN. Quarterly reports will use the statewide format.
2.14 The formal job description for the mental health ombudsman will include all items listed in Attachment 2, Ombudsman Job Description.

3. The Mental Health Ombudsman shall:

3.1. Accept complaints, grievances and appeals from CDRSN consumers, those eligible for CDRSN services, and family members, friends and others involved in the consumer's life and assist in the resolution with the consumer's consent, at the lowest possible level and in a collaborative professional manner; Refer all unresolved complaints, grievances and appeals, or those in which fair hearing is needed to the CDRSN for action;
3.2. Be accessible to all persons;
3.3. Assist in conflict resolution and use best efforts to resolve concerns, complaints and grievances at the lowest possible level, except where to do so would not be reasonable under the circumstances;
3.4. If necessary, and requested, continue to assist the consumer through the grievance, appeal and, if applicable, fair hearing processes;
3.5. Maintain confidentiality; use his or her best efforts to ensure the complainant is not retaliated against and to ensure anonymity;
3.6. Intercede on behalf of consumers and family members and, at the consumer's request, in the complaint, grievance, appeal and fair hearing process; and
3.7. Publicize the availability of Ombudsman service; Contact ethnic minority communities, and elderly and children advocates; Provide outreach to inform consumers and potential consumers of the complaint resolution process and their rights. Meet with consumers and families of consumers to make known the Ombudsman service;
3.8. Investigate and assist in achieving fair resolutions for or on behalf of consumers that includes making recommendations for additional or different services;
3.9. Assist and advocate for consumers and family members in voicing their complaints with the provider, CDRSN, Mental Health Division, or other entity concerning service or quality of care issues;
3.10. Perform responsibilities in a legal and ethical and mature professional manner;
3.11. Refer the complainant to request a fair hearing when the complaint or grievance concerns eligibility, enrollment, or disenrollment or the medical necessity for services and when the:
3.11.1. Grievance decision is adverse to the complainant;
3.11.2. CDRSN does not respond, in writing, within five days from the date the complainant submitted the grievance in writing; or

3.11.3. CDRSN denies an enrolled recipient urgently needed community mental health rehabilitation services and the enrolled recipient files a grievance in writing.

3.12. With consumer consent, meet with family members to obtain input, as well as assess, the service recipients welfare regarding physical safety (food, health, housing), emotional safety (honest/respectful services, freedom from coercion, retaliation, and intimidation), and service recipients satisfaction.

3.13. Assure effective working relationships and cross system activities with the DSHS Division of Children and Family Services Constituent Relations Office to ensure coordination, collaboration, and reduction in duplication of services to children and adolescents with serious emotional disturbances and their families.

3.14. Participate in Advisory and Governing Board meetings at least 2 times annually and serve on the RSN Quality Management Team.

4. CDRSN Responsibilities shall include:

4.1. Providing Aging and Adult Care of Washington Mental Health Ombudsman with access to consumers, service sites and records relating to the consumer and the presenting complaint contingent upon written consent of consumer;

4.2. Providing adequate funding to the service to assure timely and appropriate responsiveness to consumers and their families;

4.3. Providing access to state, regional and local training appropriate to Ombudsman staff development and coordination within the mental health system.

4.4. Ensuring retaliation, formal or informal, against complainant or Ombudsman does not occur.

5. CONFLICT OF INTEREST:

5.1. An Ombudsman may not be presently employed by or have worked for any mental health facility or mental health provider within the last two years.

5.2. An Ombudsman may not be assigned to or work in any setting or organization in which the Ombudsman or a member of his/her immediate family has any fiduciary interest, either direct or implied.

5.3. An Ombudsman may not be assigned to or work in any setting or organization in which the Ombudsman or a member of his/her immediate family is a resident, except as approved by supervisor and CDRSN.

5.4. An Ombudsman shall not use this position for any financial benefit, either direct, indirect or implied.

5.5. An Ombudsman shall not conduct or engage in political or religious activities in any setting in which he/she is assigned.

6. PROVIDER CERTIFICATION REGARDING ETHICS:

6.1. The Contractor certifies that it is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of the Contract.

6.2. The Contractor or subcontractor may not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of the Contractor's equity, or have an employee, contractor or consultant who is significant or material to the provision of services under this Contract, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency. (SSA 1932 (d)).

7. CONSIDERATION AND PAYMENT: In consideration for the work to be provided by the Provider in accordance with this Contract payment shall be established as follows. AACW shall be compensated at the set rate of $3,200.00 per month.

8. PROVIDER CLAIMING PROCESS: AACW may submit an A-19 form for payment on a monthly basis. The A-19 form will be submitted to:

CDRSN
636 Valley Mall Parkway, Suite 200
East Wenatchee, WA 98802

9. ASSIGNMENT: The Contractor may not assign any of the Contractor's contract rights or obligations to a third party without the prior, written consent of the CDRSN and the written assumption of the CDRSN's obligations by the third party.

10. COMPLIANCE WITH APPLICABLE LAW: At all times during the term of the Contract, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules.

11. ENTIRE CONTRACT: The Contract, including all documents attached 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 the Contract shall be deemed to exist or bind the parties.

12. EXECUTION, AMENDMENT AND WAIVER: The Contract shall be binding on CDRSN only upon signature by the CDRSN Governing Board Chair or designee. The Contract may be altered, amended, or waived by a written amendment executed by both parties. Only the CDRSN Governing Board Chair or designee has authority to amend or waive the Contract on behalf of CDRSN.

13. GOVERNING LAW AND VENUE: The Contract is governed by Chapter 39.34 RCW, Interlocal Cooperation Act, and the laws of the State of Washington.

14. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall be responsible for and shall indemnify and hold CDRSN, DSHS, its officers, employees, and agents harmless from all liability resulting from the acts or omissions of the Contractor and its affiliates, agents, contractors, subcontractors, employees, officers, directors, and representatives. CDRSN shall be responsible for and shall indemnify and hold the Contractor, its affiliates, agents, contractors, subcontractors, employees, officers, directors, and representatives harmless from all liability resulting from the acts or omissions of CDRSN and its officers, employees, and agents.

15. INSPECTION; MAINTENANCE OF RECORDS AND ON-SITE INSPECTION:

15.1. The Contractor and subcontractor, if applicable, shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. CDRSN shall maintain books, records, documents and other materials relevant to this Contract which sufficiently and properly reflects all payments made, the CDRSN's rate setting activities related to the Contractor, or other actions taken in regard to the Contractor's performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, DSHS, the Office of the State Auditor, and federal officials so authorized by law (e.g. Department of Health and Human Service, Health Care Financing Administration, the Comptroller General or any of their duly authorized representatives). The Contractor shall retain all books, records, documents, and other material relevant to this Contract for six years after expiration, plus additional time if an audit, litigation or other legal action involving records is started during the first three year period, and CDRSN, DSHS, the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

15.2. The Contractor shall give reasonable access to the Contractor's place of business and contractor records in order for CDRSN, DSHS and/or the federal Department of Health and Human Services (DHHS) to annually evaluate both the Contractor and its subcontractors. Participate in all reviews including but not limited to, a yearly Integrated Review, financial audits, surveys, research conducted by MHD or other Departments. Evaluations shall be done by inspection or other means to measure quality, appropriateness and timeliness of service performed under this Contract to determine whether the Contractor and its subcontractors are providing services to enrolled recipients in accordance with the requirements set forth in applicable federal regulations and set by CDRSN and DSHS as existing or hereafter amended.

16. NONDISCRIMINATION: The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws, regulations, rules, and ordinances.

17. SEVERABILITY; CONFORMITY: The provisions of the Contract are severable. If any provision of the Contract, including any provision of any document incorporated by reference, is held invalid by any court, that invalidity shall not affect the other provisions of the Contract and the invalid provision shall be considered modified to conform to existing law.

18. SUBCONTRACTING: The Contractor may subcontract services to be provided under the Contract with prior, written, permission from CDRSN. The Contractor shall be responsible for the acts and omissions of any subcontractor.

19. CORRECTIVE ACTION/COMPLIANCE REVIEW: The Contractor shall implement corrective action within specified timeframes determined by the CDRSN, and when required by:

19.1. Findings from monitoring efforts or audits (to which otherwise applicable appeal provisions apply) which find that there is:

19.1.1. A clear and imminent danger to the health and well-being of service recipients under this Contract;

19.1.2. A clear violation of applicable State and Federal laws or regulations and the reviews find that the violation is of imminent concern and requires immediate corrective action;

19.1.3. A clear violation of deadlines specified in this Contract: or

19.1.4. When findings from Integrated Review or other monitoring efforts or audits show that there are apparent violations of this Contract which do not meet the specifications of the above, the Contractor and CDRSN shall negotiate a mutually agreeable plan of action to address the identified problem.

20. PERIOD OF AGREEMENT: This Contract is in effect April 1, 2007 and until terminated under the termination clause within. The Contract will be reviewed annual and amended as required.

21. TERMINATION DUE TO CHANGE IN FUNDING: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, CDRSN may terminate the Contract under the "Termination" clause, subject to renegotiations under those new funding limitations and conditions.

22. TERMINATION FOR CONVENIENCE: Except as otherwise provided in this Contract, either party may terminate this Contract upon thirty (30) days written notification to the other party.

23. TERMINATION FOR DEFAULT:

23.1. The CDRSN may terminate the Contract for default, in whole or in part, by written notice to the Provider, if CDRSN has a reasonable basis to believe that the Provider has:

23.1.1. Failed to meet or maintain any requirement for contracting with CDRSN;
23.1.2. Failed to perform under any provision of the Contract;
23.1.3. Failed to ensure the health or safety of any client for whom services are being provided under the Contract;
23.1.4. Violated any law, regulation, rule, or ordinance; and/or
23.1.5. Otherwise breached any provision or condition of the Contract.

23.2. Before the CDRSN may terminate the Contract for default, CDRSN shall provide the Contractor with written notice of the Contractor's noncompliance with the Contract and provide the Contractor an opportunity to correct the Contractor's noncompliance. If the Contractor has not corrected the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the CDRSN may then terminate the Contract. However, the CDRSN may terminate the Contract for default without such written notice, and without opportunity for correction, if CDRSN has a reasonable basis to believe that the Contractor has failed to ensure the health or safety of any client for whom services are being provided under the Contract or the Contractor has violated any law, regulation, rule, or ordinance.

24. TERMINATION PROCEDURE: The following provisions shall survive and be binding on the parties in the event the Contract is terminated:

24.1. The Contractor shall cease to perform any services required by the Contract as of the effective date of termination and shall comply with all instructions contained in the notice of termination. Each party shall be responsible only for the performance in accordance with the terms of this Contract rendered prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the service recipients served under this Contract. The Contractor shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.

24.2. The Contractor shall immediately deliver to the CDRSN all CDRSN assets (property) in the Contractors possession and any property produced under the Contract. The Contractor grants CDRSN the right to enter upon the Contractor's premises for the sole purpose of recovering any CDRSN property that the Contractor fails to return within ten (10) working days of termination of the Contract or CDRSN/Provider Contract. Upon failure to return CDRSN property within ten (10) working days of the Contract or CDRSN/Provider Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. The Contractor shall protect and preserve any property of CDRSN, which is in the possession of the Contractor pending return to CDRSN.

24.3. CDRSN shall be liable for and shall pay for only those services authorized and provided through the date of termination. CDRSN may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by CDRSN.

24.4. If the CDRSN terminates the Contract for default, CDRSN may withhold a sum from the final payment to the Contractor that CDRSN determines necessary to protect CDRSN against loss or additional liability. CDRSN shall be entitled to all remedies available at law, in equity, or under the Contract, including consequential damages, incidental damages, legal fees, and costs. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under the Contract, including consequential damages, incidental damages, legal fees, and costs.

24.5. The CDRSN may direct assignment of the Contractor's rights to and interest in any subcontract or orders placed to CDRSN. CDRSN may terminate any subcontract or orders and settle or pay any or all claims arising out of the termination of such orders and subcontracts.

25. TREATMENT OF ASSETS PURCHASED BY THE PROVIDER: Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and CDRSN waives all claim of ownership to such property.

26. TREATMENT OF CDRSN ASSETS: Title to all assets (property) purchased or furnished by CDRSN for use by the Contractor during the Contract term shall remain with CDRSN. During the term of the Contract, the Contractor shall protect, maintain, and insure all CDRSN property in the Contractor's possession against loss or damage.

27. WAIVER OF BREACH: Waiver of any breach of any provision of the Contract shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of the Contract.

______________________________	______________________________
Authorized Signatory for the Columbia River Council of Governments	James Colvin, Administrator Chelan-Douglas Regional Support Network

CHELAN-DOUGLAS RSN/PHP POLICY AND PROCEDURE MANUAL	Chapter: 9.1.5
Title: COMPLAINTS, CONFLICTS, AND DISPUTES	Page: 1 of 6
	Date Effective: July 1, 2004
SUBJECT: GRIEVANCE SYSTEM; RESOLUTION AND NOTIFICATION	Date Revised: July 1, 2004
	Authorizing Signature:

AUTHORITY: Guiding Principle(s): Consumer Focused, Holistic/Humanitarian, Accessible, Normalizing/Non-Stigmatizing, Responsive, Effectively Managed

WAC 388-865-0255, Consumer Grievance Process
Chelan-Douglas Contract, Basic Agreement
DSHS Standard Work Order, RSN/PHP Services, Grievance Procedure
DSHS Title XIX Contract and Federal Waiver
42 CFR 438.408(a);(b)(1)-(3);(c)(1)(2);(d)(1)(2);(e)(1)(2);(f)(1)(2)
42 CFR 438.410(a)(b)(c)
State MHD Quality Strategy Doc Sec IV,V
State MHD Grievance Template Doc

SCOPE: This policy applies to Chelan-Douglas Regional Support Network/Prepaid Health Plan (CDRSN/PHP) and its contractors (agencies/providers), and subcontractors (referred to as contractors or agencies or providers throughout this policy).

PURPOSE: This policy establishes that the CDRSN/PIHP and all contracted providers maintain a functioning system of grievance and appeals that disposes of each grievance and resolves each appeal, and provides notices, as expeditiously as the enrollee's health condition requires, within State established timeframes

DEFINITIONS: "Action" means : An "action" means a decision that has been made by the CDRSN/PIHP, as described below in further detail:

1. The denial or limited authorization of a requested service, including the type or level of service;
2. The reduction, suspension, or termination of a previously authorized service.'
3. The denial, in whole or in part, of payment for a service;
4. The failure to provide services in a timely manner, as defined by the State;
5. The failure of the CDRSN/PIHP to act within the timeframes provided in 438.408(b).

"Administrative Hearing" means: A hearing conducted through the auspices of the state Office of Administrative hearings in accordance with Washington Administrative Code (WAC) 388-02. The term "fair hearing" is synonymous with administrative hearing.

"Appeal" means a request for review of an action, as "Action" is defined in this section. Norsen document states on Page 8: "Appeals can only be made at the CDRSN/PIHP level only if the decision constitutes an "action." (as defined above) If the CDRSN/PIHP contracts with an ASO—Administrative Services Organization—then the appeal process applies to the ASO. The appeal process does not apply to a CMHA.

"Complaint" means: A verbal complaint about services or the lack thereof, which a consumer or potential consumer may file with a provider, the CDRSN/PIHP, or the Ombuds services. The goal is to resolve complaints at the lowest possible level. There is no deadline for resolution of complaints. And, there is not requirement that an enrollee has to file a complaint prior to filing a grievance.

"Denial" means: The decision by a CDRSN/PIHP no to authorize covered Medicaid mental health services that meet the Mental Health Division Access to Care Standards or the Medical Assistance Administration memorandum #01-03MAA, Psychiatric Hospitalization. Or the decision by a CDRSN/PIHP not to authorize covered Medicaid mental health services due to lack of medical necessity. The decision by a Community Mental Health Agency (CMHA) not to provide a covered service is not a denial and cannot be appealed. An enrollee who objects to a CMHA decision not to provide a covered service may request a grievance or a second opinion.

"Grievance" means an expression of dissatisfaction about any matter other than an action, as "action" is defined in this section. The term is also used to refer to the overall system that includes grievances and appeals handled at the CDRSN/PIHP level and access to the State Fair Hearing 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 enrollee's rights.)

"Reduction" means: The decision by a CDRSN/PIHP to decrease an enrollee's previously authorized covered Medicaid mental health services. The decision by a CMHA to decrease a covered service is not a reduction.

"Suspension" means: The decision by a CDRSN/PIHP to decrease an enrollee's previously authorized covered Medicaid mental health services. The decision by a CMHA to decrease a covered service is not a suspension.

"Termination" means: The decision by a CDRSN/PIHP to stop a previously authorized, covered Medicaid mental health service. The decision by a CMHA to stop a covered service is not a termination.

POLICY: The CDRSN/PIHP maintains a functioning system of grievance and appeals that disposes of each grievance and resolves each appeal, and provides notices, as expeditiously as the enrollee's health condition requires, within State established timeframes. The timeframes do not exceed BBA timeframes

outlined in 42 CFR 438.408, and their detail regarding the rights of the enrollee and obligations of the CDRSN/PIHP. As a matter of policy the CDRSN/PIHP follows the following BBA and State MHD guidelines:

Specific Timeframes for grievances and appeals:

1. Standard disposition of grievances. For standard disposition of a grievance and notice to the affected parties, the timeframe established by the State is not more than 30 days from statement of grievance, or the day the CDRSN/PIHP receives the grievance.
2. Standard resolution of appeals. For standard resolutions of an appeal and notice to the affected parties, the State established timeframe is no longer than 45 days from the day the CDRSN/PIHP receives the appeal. This timeframe may be extended under paragraph (c) of this section, but cannot exceed 90 days for a grievance or 45 days for appeals. The enrollee shall receive through the mail written notice of the reason for the decision to extend the timeframe. The enrollee shall also be advised of their right to file a grievance if they disagree with the decision. The CDRSN/PIHP or provider network shall carry out the determination as expeditiously as the consumers health condition requires and no later the expiration of the extension. If the decision is not reached within the time frame of the extension, it will constitute a denial of service and requires a notice of action on the part of the CDRSN/PIHP or its contracted provider to be issued on the date of expiration.
3. Expedited resolution of appeals. For expedited resolution of an appeal and notice to the affected parties, the State must establish a timeframe that is no longer than 3 working days after the CDRSN/PIHP receives the appeal. This timeframe may be extended under paragraph (c) of this section.

Extension of timeframes:

1. The CDRSN/PIHP may extend the timeframes from paragraph (b) of this section by up to 14 calendar days if—
   a. The enrollee requests the extension; or
   b. The CDRSN/PIHP shows (to the satisfaction of the State agency, upon its request) that there is a need for additional information and how the delay is in the enrollee's interest.
2. If the CDRSN/PIHP extends the timeframes not requested by the enrollee, the CDRSN/PIHP gives the enrollee written notice of the reason for the delay, upon receipt of approval from State MHD.

Expedited resolution of appeals: (42 CFR 438.410)

1. The CDRSN/PIHP has established an expedited review process for appeals, when the CDRSN/PIHP determines (for a request from the enrollee) or the provider indicates (in making the request on the enrollee's behalf or supporting the enrollee's request) that taking the time for a standard resolution could seriously jeopardize the enrollee's life or health or ability to attain, maintain or regain maximum functions.
2. The CDRSN/PIHP must ensure that punitive action is neither taken against a provider who requests an expedited resolution or supports an enrollee's appeal.

3. If the CDRSN/PIHP denies a request for expedited resolution of an appeal, it must transfer the appeal to the timeframe for standard resolution; and, make reasonable effort to give the enrollee prompt oral notice of the denial, and follow up within two calendars days with a written notice.

Format of notice:
1. For all grievances, the CDRSN/PIHP provides the method of notice as directed by the State MHD.
2. For all appeals, the CDRSN/PIHP must provide written notice of disposition within prescribed timeframes for normal disposition or under approved extension circumstances.
3. For notice of expedited resolution the CDRSN/PIHP also makes a reasonable effort to provide oral notice with written notice provided within two calendar days.

Content of notice of appeal resolution:
1. The results of the resolution process and the date it was completed.
2. For appeals not resolved wholly in favor of the enrollees—include the right to request a State Fair Hearing, and how to do so; the right to request to receive benefits while the hearing is pending, and how to make that request; and that the enrollee may be held liable for the cost of those benefits if the hearing decision upholds the CDRSN/PIHP's actions. See P&P # 23 for further detail.

Requirements for State Fair Hearings:
1. All levels of resolution and appeal must occur at the CDRSN/PIHP prior to filing for an administrative hearing.
2. Following notice of disposition of appeal, the enrollee may request an Administrative Hearing, conducted by an independent state agency in accordance with WAC 388-02 and provisions of mental health services, per WAC 388-854.
3. If the enrollee elects to request an Administrative Hearing, the request must be filed within 20 days from date of notice of adverse ruling.
4. The Administrative Hearing process must be completed within ninety (90) days of the date the appeal was initially filed, excluding any time taken by the enrollee to file for an Administrative Hearing following receipt of notice of disposition of appeal.
5. The parties to the State fair hearing include the CDRSN/PIHP as well as the enrollee and his or her representative or the representative of a deceased enrollee's estate.

PROCEDURE: Refer to 9.1.3 Notice of Action for the CDRSN/PIHP's internal procedures for the resolution and notification of grievances and appeals. The documented process ensures:

- There is an established process the CDRSN/PIHP follows in resolving and notifying of grievances and appeals.

- The reviewers can see without difficulty the extent to which it is used.
- The documentation of grievances and appeals the CDRSN/PIHP maintains exists, is complete, and clear.
- The evidence of any punitive action or harassment of either providers or enrollees is dealt with expeditiously.
- The staff and leaders of the CDRSN/PIHP and its contracted providers will have a working knowledge of the established process and practices.

The documentation required to process grievances and appeals is as follows:

- Provide documentation that oral inquiries seeking to appeal an action are treated as appeals and therefore establish the earliest possible filing date for the appeal. Oral inquiries must be confirmed in writing.
- Provide documentation that the enrollee was provided a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing.
- Provide documentation that the enrollee was provided opportunity, before and during the appeals process, to examine the enrollee's case file, including medical records, and any other documents and records considered during the appeals process.
- Include documentation from parties to the appeal if the enrollee chooses, his or her representative or advocate; and, legal representative if the appeal involves a deceased enrollee's estate.
- Provide documentation that the enrollee was provided the choice of an expedited appeal process when it is determined that the standard time for resolution would jeopardize the enrollee's ability to maintain or regain maximum functioning.
- Assure that punitive action is neither taken against a provider who requests and expedited resolution or supports an enrollee's appeal.
- Provide documentation that follows BBA regulations regarding the handling of the denial of a request for expedited resolution.

Assure complaint and grievance logs and tracking systems reflect the requirements in practice. Describe who handled the appeal, what their qualifications are, how they do the work consistent with regulations, etc.

The utilization/resource management staff of the CDRSN/PIHP are involved in appeal resolutions through the CDRSN/PIHP Quality Management Oversight Committee, CDRSN/PIHP Advisory Board, and Ombuds. The documentation is reviewed and any recommendations are forwarded to the CDRSN/PIHP staff and CDRSN/PIHP Governing Board for review and monitoring.

SEE ALSO: Glossary of Terms and Acronyms

JOB DESCRIPTION

JOB TITLE: MENTAL HEALTH OMBUDSMAN

GENERAL FUNCTIONS:

This position is responsible for Ombudsman activity related to the services of Chelan-Douglas Regional Support Network (CDRSN) provided to consumers and/or their family members. This position will assist mental health consumers in resolving complaints, grievances and appeals by providing them with information about their rights, obtaining factual information about their complaints or grievances, and working with the consumer and service providers to resolve the complaint or grievance.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

1. Strong written and verbal communications skills in English.

2. Knowledge of current treatment and advocacy issues of the mental health delivery system.

3. Computer skills preferred.

4. Two years demonstrated experience in a position requiring judgement, contact with the public, adherence to policy and procedures, self-directed work performance.

5. Ability to follow written and oral instructions.

6. Work accurately, quickly, and under pressure.

7. Handle heavy caseload occasionally.

8. Ability to work independently with a minimum of supervision.

ESSENTIAL RESPONSIBILITIES AND DUTIES:

1. Implement the CDRSN Ombudsman service.

2. When a mental health consumer complains, or otherwise discusses a violation of their rights, a law, regulation or standard:
   a. Determine the facts of the alleged violation.

   b. Make a determination that the complaint was/was not founded.

   c. When the complaint is founded, work with the consumer and service provider to resolve the complaint.

3. Report all actual or suspected incidents of consumer abuse and/or neglect to the provider administration (as required by law), and refer any unresolved incidents of resident abuse and/or neglect to the Ombudsman supervisor and CDRSN.

4. Attend CDRSN and MHD contracted training sessions for ombudsman services.

5. Submit reports as required by the MHD/CDRSN contract.

6. Meet the consumers and families to educate consumers about the Ombudsman service.

7. Work with consumers, family members, providers and CDRSN staff to resolve complaints, grievances and appeals.

8. Contact ethnic minority communities, elderly and child advocates to understand service needs and assist in conflict resolution.

9. Accompany the consumer to all meetings and/or hearings during the complaint, grievance, appeal and fair hearing process when requested by the consumer or family member.

10. Act as mediator and advocate for the complainant's interest.

11. Coordinate with the CDRSN staff as necessary.

12. Coordinate with the Quality Review Team as necessary, including making referrals of systems problems to the QRT for further review.

MINIMUM REQUIREMENTS:

1. A qualified applicant must possess:

2. A sincere interest in promoting the well-being and protecting the rights of people involved in mental health care services.

3. An ability to work cooperatively with the people who live with mental illness, their family members, mental health providers and RSN staff.

4. An ability to discover facts that result in complaints and impartially and objectively determine whether complaints are unfounded.

5. Acceptance of, and adherence to, the agency and Ombudsman Code of Ethics and Standards.

6. Successfully complete required mental health Ombuds training as determined by the CDRSN, within twelve months of assuming the Ombudsman position.

7. A high school diploma or GED equivalent.

8. May be a primary consumer or past consumer of mental health services, or a family member of a consumer.

9. Have available at all times a motor vehicle in good condition, current automobile insurance, and current unrestricted Washington State driver's license.

10. Not have been employed by a service provider with the CDRSN during the preceding two (2) years unless otherwise approved by the MHD.

11. Have no fiduciary tie to any service provider or have no current financial decision making capacity in an organization that raises funds to be used as gifts for support of direct mental health services.

12. Satisfactorily pass a Washington State Patrol criminal background check.

Chelan-Douglas
Regional Support Network

300 S Columbia, 3rd Floor, Wenatchee, WA 98801
(509) 886-6318 / FAX (509) 886-6320

Monday, April 21, 2014

Behavioral Healthcare Options, Inc.
2716 North Tenaya Way, Suite 563
Las Vegas, Nevada 89128

Dear Garyn Ramos,

The Chelan-Douglas Regional Support Network (CDRSN) is required by contract with the Division of Behavioral Health and Recovery (DBHR) of the Department of Social and Health Services (DSHS) to ensure that the CDRSN and its contractors and subcontractors are in compliance with the requirements mandated in the DBHR contract.

The CDRSN conducted its annual contract audit for Behavioral Health Options, Inc. on April 3rd and April 4th, 2014. The audit included the following items:

Section 1 – Operating and Systems

- Necessary Licenses and Certification by Law
- Certification of Liability Insurance
- Criminal Background checks
- DOH, OIG, LEIE, EPLS checks
- Employed staff credential in personnel files
- Staff Trainings and Development Plans
- Regular Supervision
- Second Opinion
- Caseloads
- Track Calls
- Inter-Rater Reliability Trainings and Determinations
- UM Plan for Outpatient and Inpatient Authorization Process by MHP
- Standard and Expedited Authorization Decision
- Authorization Extension Request
- Notice of Action Procedure
- Notice of Action Tracking Mechanism
- Utilization Review Accreditation Commission (URAC)
- Organization Chart

REVIEW RESULTS:

The CDRSN reviewed all of the subsections under **Section 1- Operating and Systems** and found Behavioral Healthcare Options, Inc. in compliance with all subsections. Policy and Procedures and backup documentation were reviewed.

Section 2- Compliance

- Fraud and Abuse Policy
- Fraud and Abuse Training
- Fraud and Abuse Log
- Compliance Program/Compliance Plan
- Regular Compliance Risk Assessments
- Corporate Compliance Office
- Corporate Compliance Committee
- Internal Compliance Monitoring/Auditing Activities
- Business Associate Agreements

REVIEW RESULTS:

The CDRSN reviewed all of the subsections under **Section 2- Compliance** and found Behavioral Healthcare Options, Inc. in compliance with all subsections. Policy and Procedures and backup documentation were reviewed.

Section 3- Information Systems/Security/Privacy

- Risk Analysis
- Risk Management Plan Implemented
- HIPAA Trainings
- Publication of Disciplinary Guidelines for HIPAA Violation
- Disclose PHI
- Monitor EPHI Access
- Assessing Breach Incidents
- Breach Notification Policy and Procedure
- Building Security Policy or Plan
- Backup and Recovery Procedure
- Password Protection and Auto timeout for unattended Desktops
- Disposal of Electronic and Physical PHI data
- Business Plan and Disaster Recovery Plan

REVIEW RESULTS:

The CDRSN reviewed all the subsections under **Section 3- Information Systems/Security/Privacy** and found Behavioral Healthcare Options, Inc. in compliance with all subsections. Policy and Procedures and backup documentation were reviewed.

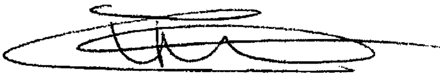
CORRECTIVE ACTION

The CDRSN did not find any deficiencies requiring corrective action as all subsections were in compliance.

However, CDRSN requests a back plan for future network connectivity issues with Avatar. CDRSN acknowledges that Behavioral Healthcare Options, Inc. is in the midst of setting up a backup PC in the Spokane location that will successfully connect to Avatar.

The Chelan-Douglas Regional Support Network (CDRSN) would like thank Behavioral Healthcare Options, Inc. for all their assistance in making this annual contract audit successful, and looks forward to continued successful outcomes throughout the years to come. Attached please also find the Contract Audit Tool with scoring and comments.

Best regards,



Rosa Guerrero, CDRSN IS Administrator

Cc: Contract File
Michelle Agnew
Tamara Cardwell-Burns, CDRSN Interim Administrator
Sandy Mitchell, TRSN
Sherri Maywald, GHRSN

BHO MONITO... G TOOL

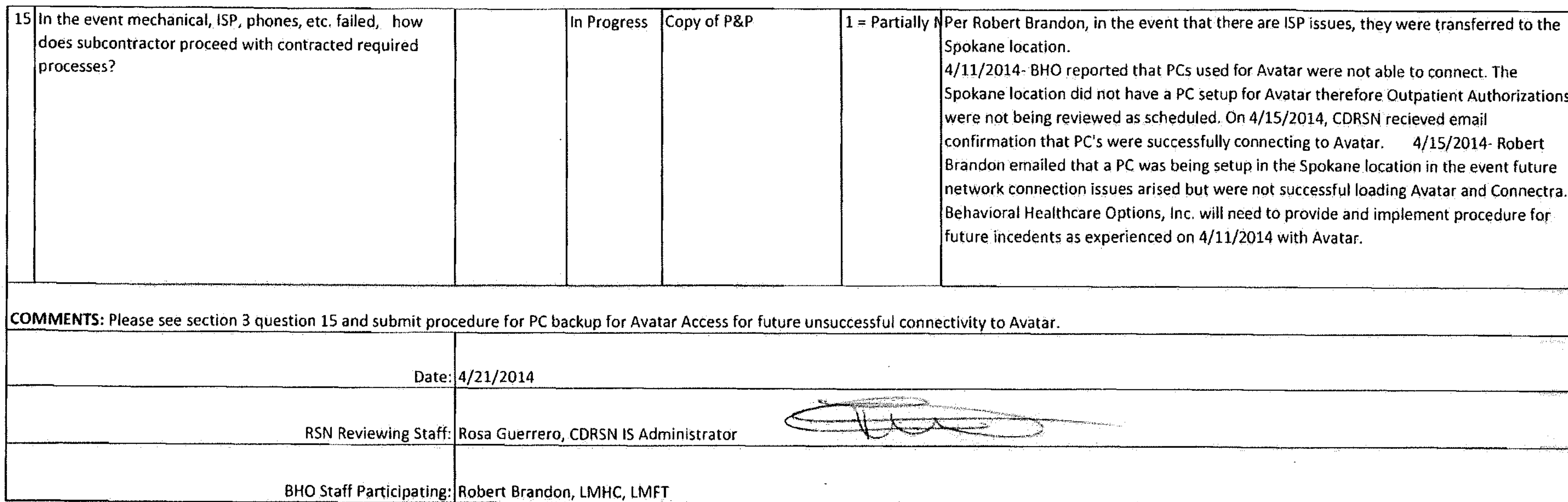
AUDIT DATE: April 3, 2014- April 4, 2014

Scoring Guidelines: 0 = Not Met; 1 = Partially Met; 2 = Met

	AUDIT SCOPE	P&P	STATUS	DOCUMENTATION	SCORE	COMMENTS
1.	OPERATING AND SYSTEMS					
1	Does Subcontractor hold all necessary license & certifications required by law? Including Certification of Liability Insurance		Complete	Copy of Licenses, liability insurance	2 = Met	Behavioral Healthcare Options, Inc. provided a copy of URAC certified 8/1/2013-8/1/2016 which was reviewed including a copy of Certification of Liability Insurance 5/1/2013-5/1/2014, both found in compliance.
2	Does the subcontractor have after hours coverage?	UM-WA-19	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. provided the after hours coverage which included Dr. on call. This was found in compliance.
3	Does the subcontractor conduct Criminal Backgroud checks through the Nevada Department of Public Safety and Washington State Patrol for all employees with unsupervised access to vulnerable populations?	UHG P&P	Complete	Copy of P&P and review paper backgroud checks	2 = Met	Behavioral Healthcare Options, Inc. provided documentation to show criminal background checks are performed for employees and found in compliance.
4	Does subcontractor conduct checks for employed staff through DOH? Does the subcontractor perform monthly excludsion checks using both the LEIE and EPLS exclusion databasees? Is a databased used to query the LEIE and EPLS files? If so, how is comparison done? (queries)	UHG P&P	Complete	Copy of P&P, DOH, LEIE and EPLS, Sample reviewed on site	2 = Met	Behavioral Healthcare Options, Inc. provided documentation of DOH, OIG, LEIE and EPLS checks were performed on employed staff and found in compliance.
5	Does subcontractor have employed staff credentials in personnel files?		Complete	Copy of staff roster & Staff Linceses	2 = Met	Behavioral Healthcare Options, Inc. provided documentation for employed staff and their credentials were are up to date and found in compliance.
6	Does subcontractor conduct Staff Trainings? How are Development Plans conducted?		Complete	Copy of training rosters, Development Plans	2 = Met	Behavioral Healthcare Options, Inc. provided documentaiton of Staff Trainings which are done quarterly by Garyn Ramos and Michelle Agnew.
7	Does subcontractor conduct regular supervision?	UHG P&P	Complete	Copy of P&P, supervision logs	2 = Met	Behavioral Healthcare Options, Inc. conducts regular supervison once a month, supervision documentation and logs were prvoided and reveiwed and found in compliance.
8	Does subcontractor provide Second Opinions? If so, how is it tracked?	UM-WA 008	Complete	Copy of P&P, 2nd Opinion tracking mechanisim	2 = Met	Behavioral Healthcare Options, Inc. does not have a formal second opinion process as BHO does not authorize second opinions for outpatient and for the inpatient process the second opinion is an appeal and not a second opinion, which are tracked in their Facets database. This was found in compliance.
9	Does subcontractor track caseloads?		Complete	Copy of Caseloads	2 = Met	Behavioral Healthcare Options, Inc. provided documentation for caseloads which were reviewed and found in compliance.
10	Does subcontractor track calls?	UM-WA-025 UM-WA-026	Complete	Copy of P&P, call monitoring logs	2 = Met	Behavioral Healthcare Options, Inc. tracks calls through EXP Macess and provided documentation on tracking calls which were reviewed and found in compliance.
11	Does subcontractor conduct Inter-Rater Reliability (IRR) Trainings and Determination? How is goal rate defined?	UHG &P	Complete	Copy of P&P, IRR Assessment Log and IRR Audit	2 = Met	Behavioral Healthcare Options, Inc. provided documentation for Inter-Rater Reliablity Trainings and Determination and were found in compliance, goal rate defined by their Learning Source online program. 6 employees passed with a 100% and 1 with a 90% percent, all employees passed.
12	Does subcontractor have a Utilization Management Plan for Outpatient and Inpatient Authorization process by MHP?	# 023, 024	Complete	Copy of P&P, Quality Improvement and Program Description	2 = Met	Behavioral Healthcare Options, Inc. provided Outpatient and Inpatient process by MHP documentation which was reviewed and found in compliance. Robert Brandon and Chery Musson are Child Specialist and supervise Evelyn Galasso.
13	Does subcontractor have a Authorization Decision (Standard & Expedited) policy?	UM-WA 008	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. Provided documentation for Standard and Expidited Authorization Decision which was reviewed and found in compliance.

14	Does Subcontractor have a Request for Authorization Extension policy?	UM-WA 014	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. Provided documentation for an Authorization Extension Request which was reviewed and found in compliance.
15	Does subcontractor have a Notice of Action, Notice for Denials and Appeals procedure?	UM-WA 002 UM-WA 003 UM-WA 008	Complete	Copy of p&P	2 = Met	Behavioral Healthcare Options, Inc. provided NOA process which were reviewed and found in compliance.
16	Does subcontractor have a tracking mechanism for Notice of Actions and Notice of Denials?		Complete	NOA & NOD log	2 = Met	Behavioral Healthcare Options, Inc. provided copy of NOA tracking log and found in compiance.
17	Is subcontractor a accredited Utilization Review Accreditation Commision (URAC) ?		Complete	Copy of URAC certificate	2 = Met	Behavioral Healthcare Options, Inc. provided copy of URAC certified for 8/1/2013-8/1/2016 found in compliance.
18	Does subcontractor have an Organization Chart?		Complete	Copy of Organization Chart	2 = Met	Behavioral Healthcare Options, Inc. provided copy of organization chart and found in compliance.
	AUDIT SCOPE	**P&P**	**STATUS**	**DOCUMENTATION**	**SCORE**	**COMMENTS**
2.	**COMPLIANCE**					
1	Does subcontractor have a Fraud and Abuse Policy?	Compliance Plan Handbook	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. provided documentation of Fraud and Abuse compliance policy. This was reviewed in found in compliance.
2	Does subcontractor conduct Fraud and Abuse Training?	Compliance Plan Handbook	Complete	Fraud & Abuse Training Roster	2 = Met	Behavioral Healthcare Options, Inc. provided copy of Compliance Plan Handbook, trainings are done via LearnSource which sends email notificaion to staff informing them of trainings, copy of fraud and abuse training "my course and history" including email notification were reviewed and found in compliance.
3	Does subcontractor have a Fraud and Abuse Log?	Compliance Plan Handbook	Complete	Fraud & Abuse Log	2 = Met	Behavioral Healthcare Options, Inc. tracks Fraud and Abuse thru their HelpCenter Log and also Tripwire to alert of possible non-compliance. Documentation reviewed and found in compliance.
4	Does subcontractor have a Compliance Program/Compliance Plan?	Compliance Plan Handbook	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. Compliance Plan Handbook was reviewed and found in compliance.
5	Does subcontractor conduct regular Compliance Risk Assessments?	Compliance Plan Handbook	Complete	Risk Assessment	2 = Met	Behavioral Healthcare Options, Inc. has a risk assessment system that determines where company is at risk and prioritizes (ranks) the risks.
6	Does subcontractor have a Corporate Compliance Officer?	Compliance Plan Handbook	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. compliance officer Keith Hawkins at Office (702) 242-7181 Fax (702)242-5439
7	Does subcontractor have a Corporate Compliance Committee?	Compliance Plan Handbook	Complete	Copy of P&P, Compliance Committee Minutes	2 = Met	Behavioral Healthcare Options, Inc. Corporate Committee is formed by Compliance Officerand Deputy General Counsel. GPCC minutes were reviewed.
8	What internal compliance monitoring/auditing activities are being completed? How are they monitored?	Compliance Plan Handbook	Complete	Copy of P&P, Monitoring/Auditing Verification	2 = Met	Behavioral Healthcare Options, Inc. uses Tripwire for internal compliance monitoring/auditing activities and are reported to the complinace officer.
9	Does subcontractor have Business Associate Agreements?	Compliance Plan Handbook	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. does have Business Associate Agreements that comply with the HITECH Act requirements.
	AUDIT SCOPE	**P&P**	**STATUS**	**DOCUMENTATION**	**SCORE**	**COMMENTS**
3.	**INFORMATION SYSTEMS/SECURITY/PRIVACY**					
1	Has a Risk Analysis been completed? Has a Risk Management Plan Implemented?	Annual Security Risk Analysis	Complete	Review paper Analysis and Risk Plan	2 = Met	Behavioral Healthcare Options, Inc. completed it's annual Risk Analysis in 12/2103 which includes action plan to mitigate risks and compliance issues.

2	Does subc[illegible]or have HIPAA Privacy and Security Policies in pla[illegible]?	UHG P&P	Complete	Copy of P&P	[illegible] Met	Behavioral Healthcare Options, Inc. stores P&P in "SPARK" system and in Informa[illegible] System Security Policy.
3	Does subcontractor conduct HIPAA Trainings?		Complete	HIPAA Training rosters	2 = Met	Behavioral Healthcare Options, Inc. conducts HIPAA trainings via LearnSource. Reviewed documenentation and found in compliance.
4	Does subcontract have policy that publicizes disciplinary guidelines for HIPAA Violation?	UHC Privacy Policy P20	Complete	HIPAA Violation Log	2 = Met	Behavioral Healthcare Options, Inc. publicizes diciplinary actions through P&P
5	Does subcontractor disclose PHI to others?	UHC Privacy Policy P9	Complete	Copy of P&P, review PHI Disclosure Logs	2 = Met	Behavioral Healthcare Options, Inc. has policy which addresses Disclosure of PHI to third parties with BAAs.
6	Does subcontractor have a Security Awareness Program?		Complete	Copy of P&P, Security Awareness Program Definition and Evidence of Security Reminders	2 = Met	Behavioral Healthcare Options, Inc. uses "Safe with Me" program to send automatic security reminders.
7	How does subcontractor monitor EPHI access? If data maintained on own servers, how do you monitor access and incedents including unauthorized alteration or deletion?		Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. maintains a core product systems that provides PHI audit trails on any user that access PHI. Quarterly audits of PHI access are also performed. Tripwire is also used to monitor changes to the system resources to provide audit trail on any unauthorized alteration or deletions.
8	Does Subcontract have process for assessing for Breach Incidents (breach risk assessment)?	IS Security Policy & UGH P&P	Complete	Copy of P&P, Breach Incident Report Form	2 = Met	Behavioral Healthcare Options, Inc. uses the UHG help desk for assessing Breach Incidents which are directed to Compliance Officer.
9	Does subcontractor have a Breach Notification P&P?	IS Security Policy & UGH P&P	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. includes Breach Notification process in the IS Security Policy.
10	Does subcontractor have Building Security policies or plan?	UHG P&P	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. has controlled access to building by key cards and security guards monitor entrances for guests. All guest are required to be escorted into UHG facilities and required to sign in.
11	Does subcontractor have a Backup and Recovery Procedure?	IS Disaster Recovery Plan	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. does have Backup and Recovery Procedure which was reviewed and found compliant.
12	Does subcontractor have a password protection policy? Is so, what is your password complexity and how is it enforced? Auto timeout on unattented desktops?	IS System Security Policy	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. provided IS System Secutiy Policy which includes Password Protection, Password Complexity and Auto Timeout on inactive PCs. Password complexity is 8 characters (upper, lower, symbol, number). Timeout on unattended PCs is 15 minutes.
13	How does subcontractor dispose of electronic and physical (e.g. paper PHI)?	IS System Security Policy	Complete	Copy of P&P	2 = Met	Behavioral Healthcare Options, Inc. shreds all paper documentation that includes PHI by placing paper documentation in lock containers that are shredded on site by a contracted vendor. All EPHI information must be stored on a secured, access-controlled system within UHG Data Centers. No EPHI will be stored on local machines except on portable devices that are encrypted.
14	Does subcontractor have a Business Plan & Disaster Recovery Plan? How often is plan tested? What method is used?	Business Continuity Plan and	Complete	Copy of P&P, review copy of actual testing documentation	2 = Met	Behavioral Healthcare Options, Inc. does have a business plan and disaster recovery plan and tested annually. Different scenarios are used to evaluate and test disasters.



15	In the event mechanical, ISP, phones, etc. failed, how does subcontractor proceed with contracted required processes?		In Progress	Copy of P&P	1 = Partially N	Per Robert Brandon, in the event that there are ISP issues, they were transferred to the Spokane location. 4/11/2014- BHO reported that PCs used for Avatar were not able to connect. The Spokane location did not have a PC setup for Avatar therefore Outpatient Authorizations were not being reviewed as scheduled. On 4/15/2014, CDRSN recieved email confirmation that PC's were successfully connecting to Avatar. 4/15/2014- Robert Brandon emailed that a PC was being setup in the Spokane location in the event future network connection issues arised but were not successful loading Avatar and Connectra. Behavioral Healthcare Options, Inc. will need to provide and implement procedure for future incedents as experienced on 4/11/2014 with Avatar.

COMMENTS: Please see section 3 question 15 and submit procedure for PC backup for Avatar Access for future unsuccessful connectivity to Avatar.

Date:	4/21/2014
RSN Reviewing Staff:	Rosa Guerrero, CDRSN IS Administrator
BHO Staff Participating:	Robert Brandon, LMHC, LMFT

Module 1.1 RSN Desk Audit
BHR OUTPATIENT MENTAL HEALTH SERVICES and GRAYS HARBOR CRISIS CLINIC FY 2013-2014

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
1.1.4.	Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Agency agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.	Ombuds Reports.	✓	
1.1.6.	Agency shall notify the County in writing within five working days of becoming aware of any unauthorized access, use, or disclosure.	Notifications received by GHRSN.	✓	
1.6.1.	Agency shall provide the County with a current roster of its Board of Directors, which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. Agency shall notify the County in writing of any changes to this roster as they occur.	Current roster of the Board of Directors.	✓	
1.7.1.2.	Copy of all local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.	Documents as described.		No documentation.
1.7.1.7.	Reporting of abuse as required by RCW 26.44.030	GHRSN log.		BHR clinicians to comply with the mandated reporter requirements. GHRSN has addressed this issue in the monthly GHRSN QM meetings with the provider.

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
1.7.1.8.	Industrial insurance coverage as required by Title 51 RCW.	Documents as described.	✓	
1.10.2.	Agency shall not employ any person excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7(1128 or 1128A Social security Act) or have an employee, Agency, or consultant who is significant or material to the provision of services under this Agreement who has been or is affiliated with someone who has been debarred, suspended, or otherwise excluded by any federal agency.	Federal Exclusion log.	✓	
1.10.3.	Agency must comply with 42-USC §1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of Agency's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.	Federal Exclusion log.	✓	
1.11.	Declaration that individuals served under the Medicaid and other mental health programs are not third-party beneficiaries under this agreement.	Document as described.	✓	
1.16.1.3.	Submit two copies of the audit of financial records by independent auditors, management letter, and corrective action plan (if applicable). The audit must be accompanied by documentation indicating that Agency's Board of Directors has reviewed the audit and management letter.	Documents as described.		Repeat from the previous review: BHR Quality Assurance to forward a copy to GHRSN when one is available.
1.16.2.1. 1.16.2.2.	Copies of the annual financial audit, and the Federal Form 990 "Return of Organizations Exempt from Income Tax" provided.	Documents as described.		Repeat from the previous review: BHR to provide the required document.

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
1.17.3.11	Demonstrate the accounting procedures, practices, and records that sufficiently and properly document Agency's invoices to RSN and all expenditures made by Agency to perform as required by this Agreement.	Fiscal report.	✓	
1.22.	Insurance coverage to the extent described below: Public Liability and Property Damage in a combined single limit of $1,000,000; Director and Officers Errors and Omissions Insurance in the amount of $1,000,000; Professional Liability in the amount of $1,500,000. Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.	Documents as described.		BHR to provide the County with the required document that documents the required specified $ coverage: Professional Liability in the amount of $1,500,000.
1.25.3.	Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.	ADA Self-evaluation for each business location.		Repeat from the previous review: BHR Quality Assurance to provide a report on the addressing the deficiencies identified in the ADA self-assessment GHRSN received 01.31.2011, the last one received.
2.4.1.1.	Agency shall report any revenue collected by Agency for services provided under this Agreement. This includes revenue collected from Medicare, insurance companies, co-payments, and other sources. Agency 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 Agency, in accordance with Medicaid being the payer of last resort.	Revenue & Expense report.	✓	

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
3.5.1. 3.5.2. 3.5.3.	At a minimum the Agency will offer an intake evaluation by a MHP within 10 working days of request. Maintain the ability to provide an intake evaluations and outpatient services at a Consumer's residence, including adult family homes, assisted living facilities or skilled nursing facilities when the Consumer requires in-home services due to medical needs. Provide or purchase age, linguistic and culturally competent community mental health services for Consumers for whom services are medically necessary and clinically appropriate consistent with the Medicaid state plan and the Federal 1915 (b) Mental health Waiver.	GHRSN data on access. Chart reviews. GHRSN QM Committee minutes.		GHRSN has addressed this issue in the monthly GHRSN QM meetings with the provider.
5.5.1. 5.5.2. EXHIBIT G	The Agency's grievance system must maintain records documenting compliance with this section. Agency must submit a report with content, and in the format shown in EXHIBIT G.	Required documents	✓	
6.7.1.	Participation in state-sponsored training in the Trauma-Focused Cognitive Behavioral Therapy (TFCBT/CBT) and CBT-Plus (TF-CBT/CBT+). The Agency is expected to maintain a workforce trained in TF-CBT/CBT+ sufficient to implement the practice in at least one site within the Agency's service area.	Agency submitted report. GHRSN QM Committee minutes.	✓	
6.7.3.	The Agency shall track research and evidence-based practices following guidelines published by the RSN.	GHRSN QM Committee minutes.	✓	
6.8 6.9. 6.10.	Performance measures: There are two sets of performance measures included in the Agreement	GHRSN QM Committee minutes.		BHR did not implement the required children's performance improvement project during this review period.
7.1.	For all persons on Less Restrictive Alternatives (LRA) or Conditional Release (CR) who meet Medical Necessity and the Access to Care Standards, the Agency shall offer covered mental health services to assist the consumer with compliance with legal requirements. Agency shall respond to requests for participation,	Ombuds report Grievance log GHRSN database: AVATAR.	✓	

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
	implementation, and monitoring of persons on Conditional Releases (CR) consistent with RCW 71.05.340. Agency shall provide covered mental health services for persons on CR who meet Medical Necessity and the Access to Care Standards.			
7.4.	For consumers who already have a PCP, the Agency must coordinate care as needed. The Agency must also ensure that coordination for those with complex medical needs is tracked through the treatment plan and progress notes.	Chart reviews. GHRSN QM Committee minutes.		GHRSN has addressed this issue in the monthly GHRSN QM meetings with the provider.
7.11.	The Agency shall have written policies that require monitoring of mental health care provider credentials.	The required document.	✓	
7.9.	Agency shall ensure staff that will be using the GAIN-SS attend any DSHS required training on use of the tool and quadrant placement.	Chart reviews.	✓	
8.4.	Advance Directives: The Agency shall inform all Consumers 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.	Chart reviews.		GHRSN has addressed this issue in the monthly GHRSN QM meetings with the provider.
8.5. 8.5.1.	Information Requirements: The Agency must provide information to Consumers that complies with the requirements of 42 CFR §438.100, §438.10, and §438.6(i) (3). Offer every Medicaid Consumer a Mental Health Benefit Booklet at Intake and inform Consumer that the booklet is kept on http://dshs.wa.gov/dbhr/mhmedicaidbenefit.shtml	Chart reviews.	✓ This item was reviewed during the site visit.	
8.5.6.	The Agency and affiliated service providers must maintain a log of all Consumer requests for interpreter services, or translated written material.	AVATAR report	✓ Hoquiam and Elma sites	The Crisis Clinic did not have the required document at the time of the site visit portion of this review, but implemented a self-

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
				corrective action as of January 2015.
9.1.4.	The Individual Service Plan must address the overall identified needs of the Consumer, including those that 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 Agency must ensure that there is coordination with the other service delivery systems responsible for meeting the identified needs.	Chart reviews.		GHRSN has addressed this issue in the monthly GHRSN QM meetings with the provider and provided training to the staff. The Crisis Clinic was excluded from this requirement.
9.3. 9.3.1. 9.3.2.	The Agency must ensure that for Consumers who have a suspected or identified physical health care problem the following shall occur: Appropriate referrals are made to a physical health care provider. The individualized service plan identifies medical concerns and plans to address them.	Chart reviews. GHRSN QM Committee minutes.		GHRSN has addressed this issue in the monthly GHRSN QM meetings with the provider.
9.4. 9.4.2.	Demonstrate ongoing collaboration and coordination through face to face meetings with allied community agencies. Agency shall provide a verbal report monthly to the quality management committee on progress convening the collaboration and coordination meetings.	GHRSN QM Committee minutes.	✓ GHRSN has addressed this issue in the monthly GHRSN QM meetings with the BHR management team.	
9.5.1. Through 9.5.5.	The Agency shall maintain a process for addressing the needs of Transition Age Youth (ages 16 - 21) in their care/treatment plans. The Process must contain or address: A comprehensive transition plan linked across systems that identify goals, Individual mental health needs in the context of a Transition Age Youth, which include supported transition to meaningful	Chart review. GHRSN QM Committee minutes.		GHRSN has addressed this issue in the monthly GHRSN QM meetings with the BHR management Team.

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
	employment, post-secondary education, technical training, housing, community supports, natural supports, and cross-system coordination with other system providers. For youth who require continued services in the adult mental health system must identify transitional services that allow for consistent and coordinated services and supports for young people and their parents. Developmentally and culturally appropriate adult services that are relevant to the individual or population.			
9.6.	Co-occurring disorders: Co-Occurring Disorder Screening and Assessment: The Agency must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C.	Chart review. GHRSN QM Committee minutes. GHRSN notes.	✓	
9.6.3.	The results of the GAIN-SS screening, including refusals and unable-to-completes, must be reported to DBHR through the CIS system. Agency must complete a co-occurring mental health and chemical dependency disorder assessment, consistent with training provided by RSN and outlined in the SAMHSA Treatment Protocol 42, to determine a quadrant placement for the individual when the individual scores a two (2) or higher on either of the first two scales (ID Screen & ED Screen) and a two (2) or higher on the third (SD Screen).	Encounter Data Validation data report.	✓	
10.5	Agency shall implement changes made to the RSN and HRSA data dictionary annually, unless otherwise mandated by the RSN, HRSA, Federal, State or DSHS. Agency shall have implemented changes within 60 calendar days from the date of published substantial changes, or before, upon request from RSN.	S. Maywald's report	√	
10.6. 10.6.1. 10.6.7.	Submit <u>a business continuity and disaster recovery plan</u> that ensures timely reinstitution of the consumer 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. The plan must address the following: An appointed Disaster Recovery Team. Provisions for backup of	Required document.		No documentation.

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
	key personnel; identified Emergency Procedures; visibly listed emergency telephone numbers. Procedures for allowing effective communication; applications inventory and Business Recovery priority; hardware and software vendor list. Confirmation of updated system and operation documentation; process for frequent backup of systems and data. Off-site storage of system and data backups; ability to recover data and systems from backup files. Designated recovery options that may include use of a hot or cold site; Evidence that disaster recovery tests or drills have been performed.			
10.16. EXHIBIT K	Agency shall comply with EXHIBIT K Data Security Requirements.	EXHIBIT K criteria. ISCA EQRO results		No documentation that the Agency complies with all the required elements.
11.5. 11.5.1. through 11.5.2.7.	The Agency must report on all incidents involving consumers as required in the contract.	Critical Incident report.	√	
12.1.	The Agency shall ensure that it has provisions to deliver each state plan service in this section, and ensure consumers who need the service have reasonable access to it when the service is required.	Ombuds reports QRT minutes Grievance log	√	
12.2.	The Agency must provide the following mental health services for each consumer when they are Medically Necessary. If the Agency is unable to provide medically necessary services covered under the contract to a particular consumer, the Agency must adequately and timely cover these services out of network for the consumer, for as long as the Agency is unable to provide them within the network. These out of network services must be provided at no additional cost to the consumer. Consumers are entitled to access Crisis Services, Freestanding Evaluation and Treatment, Stabilization and Rehabilitation Case Management prior to an intake evaluation.	Chart review. GHRSN QM Committee minutes. GHRSN ISQT minutes.	√	

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
12.3.1.	The Agency or designee shall use best efforts to secure an appointment, within 30 days of release from the facility, for medication, evaluation and prescription re-fills for Consumers discharged from inpatient care, to ensure there is no lapse in prescribed medication. This may be arranged with providers other than the Agency.	Chart review. BHO report	√	
12.3.2.	The Agency shall use best efforts to offer covered mental health services for follow-up and after-care as needed when the Agency is aware that a Consumer has been treated in an emergency room for a psychiatric condition. These services shall be offered in order to maintain the stability gained by the provision of emergency room services.	Chart review.	√	
12.4.	Early Periodic Screening Diagnosis and Treatment (EPSDT): EPSDT services must be structured in ways that are culturally and age appropriate, involve the family and be available to all Consumers under the age of 21. Intake evaluations provided under EPSDT must include an assessment of the family's needs.	Chart review.		Room for improvement. The requirement has been addressed in the GHRSN QM team meetings.
13.4. 13.4.1. Through 13.4.4.3.	The Agency must provide the following disclosures to the RSN (42 CFR 455.104): The name and address of any person (individual or corporation) with an ownership or control interest in the Agency. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address. Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Agency. Whether a person with an ownership or control interest in the Agency is related to another person with ownership or control interest in the RSN as a spouse, parent, child, or sibling. Disclosures from the Agency are due at any of the following times: Upon the Agency executing the Contract with the RSN. Upon renewal or extension of the contract. Within 35 days after any change in ownership.	Required information.		No required disclosures.

Contract Item	Requirement	Evidence	In Compliance	Out of Compliance
13.5.3.13 Through 13.5.3.16 EXHIBIT L	Screening the Agency's directors, officer, and partners prior to entering into a contractual or other relationship. Screening individuals and entities with an ownership or control interest of at least 5% of the Agency's equity prior to entering into a contractual or other relationship. Screening individuals with an employment, consulting, or other arrangement with the Agency for the provision of items and services that are significant and material to the Agency's obligations under this Agreement. Screening monthly newly added Agency 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.	Required information; report.		No required report.

CONTACT REPORT
BHO Washington

Case Number: _______________ RSN /

Client Name:
Address: **Phone Numbers:**

County:
Country:

Gender:
DOB/Age:

Primary Problem: **Outcome:**
Call Type: Hospitalization (BHO) /

Call Date & Time:

Caller Name:
Call Duration:

Caller Phone:
Relationship:

Question Set Details:
Q. What is consumer's county of residence
A.

Q. [3] (Internal Use Only) Which RSN covers Client's County of Residence
A.

Q. Caller Name/Position
A.

Q. Hospital Name?
A.

Q. Hospital Callback Number?
A.

Q. What County is the Hospital in?
A.

Q. Is the Hospital that is calling also the Admitting Facility?

A.

Q. Admitting Hospital Name?
A.

Q. Admitting Hospital Contact Person Name?
A.

Q. Admitting Hospital Contact Person Phone Number?
A.

Q. Consumer Name?
A.

Q. Consumer Social Security Number (Optional)
A.

Q. Is the Consumer currently receiving Medical Assistance? (e.g. Medicaid)
A.

Q. Consumer Age?
A.

Q. DIVERSION DETAILS: Staff member/agency/phone number contacted for diversion
AND why was diversion not successful OR not attempted?
A.

Q. [1]Type of Admission: Involuntary (select GROUNDS FOR DETENTION and NAME/PHONE of detaining DMHP in comments) or Voluntary?
A. Involuntary-Danger to Self (DTS)-Document DMHP name/number in comments and
jump to diagnosis

Q. Diagnosis: Axis I (Clinical Disorders); Axis II (Personality Disorders & MR-DD dxs);
and Axis III (General Medical Conditions)
A.

Q. Admission Criteria
A. Involuntary Admission

Q. Admitting Physician Name & Contact Information?
A

Q. Estimated length of stay?
A.
Q. Are we authorizing admission or recommending peer review?

A. Authorization

Q. FOR AUTHORIZATION ONLY: CIC Name (First & Last) and Credentials for Authorization?
A.

Q. FOR AUTHORIZATION ONLY: We are authorizing the admission. We will follow-up the next business day for benefit clarification and further case review. Was this statement read to the hospital staff?
A. YES

Subcontractual Relationships and Delegation

<table>
<tr><th colspan="2">Policy and Procedure</th><th colspan="3">Grays Harbor Public Health and Social Services</th></tr>
<tr><td colspan="2" rowspan="3">Title: Subcontractual Relationships and Delegation
CFR 438.230 (a), (b)</td><td colspan="3">Original Effective Date: 07-01-04</td></tr>
<tr><td>Revised</td><td>Approved</td><td>Date</td></tr>
<tr><td rowspan="2">1/25/2011</td><td rowspan="2">Vera Kalkwarf,
Grays Harbor County
RSN Administrator</td><td rowspan="2">6/20/2011</td></tr>
<tr><td>P&P
AA–4</td><td>Next Review Due:
January 2013</td></tr>
</table>

POLICY STATEMENT: Grays Harbor Regional Support Network (GHRSN) has written policies, procedures, and subcontracts with its contracted providers to oversee, account for, and evaluate any functions and responsibilities of GHRSN subcontracted and delegated activities.

APPLIES TO: Grays Harbor RSN and its contracted providers.

PROCEDURE:

I. Before entering into contractual relationships with an agency and before delegating any activities, GHRSN evaluates the prospective subcontractor's ability to perform the activities to be delegated. GHRSN uses its Pre-delegation Audit Tool to assess the potential subcontractor's capacity for meeting contractual standards.

II. Before delegating, GHRSN creates a delegation plan for each subcontractor that includes:

   A. name, address, and telephone number of the sub-contractor(s).
   B. specific contracted services.
   C. compensation arrangement.
   D. monitoring plan.

III. If GHRSN determines that the potential subcontractor is capable of performing the duties to be delegated, GHRSN creates a written contract to specify all duties, responsibilities, and reports delegated under the agreement.

IV. The written contract specifies the activities and responsibilities delegated and provides for revoking the delegation or imposing other sanctions if the subcontractor's performance is not adequate. The written contract specifies the reporting responsibilities of each party.

V. GHRSN monitors each subcontractor's compliance by utilizing its annual contract compliance review, encounter data study, and quality management program review in addition to monitoring complaints and grievances.

VI. If GHRSN determines deficiencies or areas for improvement in the subcontractor's performance, GHRSN will initiate corrective action.

Required Documentation Part I	Meets RSN requirements?	If no, specific statement of deficiency
Policies and procedures on confidentiality and plan to ensure all staff are trained on privacy requirements	Yes	Policy # 3400.049.02 Employment Orientation covers initial training on privacy requirements.
Quality Assurance/Management Plan that must address (at a minimum) clinical care, cultural competence and coordination with primary care	Partially	The QI plan submitted addresses all three elements in general terms/aspirational statements; language is heavily weighted toward physical health quality assurance and improvement, with no specific behavioral health clinical care quality indicators, and no specific identificaiton of coordination between behavioral health and primary care. Clinical protocols mentioned in the QIP are also all medical; no mention of psychiatric practice guidelines (e.g., APA Practice Guidelines or AACAP Practice Parameters). Policy # 3400.041 Licensed Service Providers - Quality Assurance does outline procedures for ongoing peer review of clinician's cases.
Demonstration of RSN access to managerial staff 24/7 to address critical incidents	No	No relevant documentation found in materials submitted.
Business Continuity Plan for inclement weather or natural disaster	No	Policy included in packet (# 3400.017) only addresses procedures for communicating temporary closure; does not address business continuity plans for addressing client needs in event of sustained weather event or natural disaster.
Plan to ensure encounter data entry accuracy	Partially	Peer review of clinician's documentation called for by Policy # 3400.041 (cited above) addresses monitoring of clinicians' encounter documentation; no IT/IS policy on data entry staff quality assurance was found, however.
Copy of all State licenses required for the services delivered	No	No copies of CMHA license or certifications for outpatient or recovery support services requiring program-specific certification (e.g., psychiatric medication services, peer support services, etc.) were included in packet. Assume licensure and certification are/will be in process.

RSN Provider Pre-Delegation Audit Tool

Agency: Sea Mar Behavioral Health Program, Longview, WA

Pre Delegation Tool Item	Expectation	Date Received	Meets RSN Requirements?	
1.1	Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. Agency shall notify the County in writing of any changes to this roster as they occur.	6/30/015; page 2 of submitted materials Part I	yes	
1.2	FINANCIAL REPORT REQUIREMENTS			
1.2.1.3.	Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that Agency's Board of Directors has reviewed the audit and management letter.	6/30/15; separate attachments with Moss-Adams LLP audit report and letter re: internal controls	yes	
1.2.2.	For agencies not required to meet OMB A-133 Single Audit Requirements, Agency shall submit:			
1.2.2.1	Annual financial audit, and	n/a	n/a; 1.2.1.3 applies	
1.2.2.2.	The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).	n/a	n/a; 1.2.1.3 applies	
1.3.	Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.	not yet provided	no	Copy of certificate of insurance not included in packet of materials submitted by agency.
1.4	Upon execution, Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.	not yet provided	no	Documentation of completion of self-evaluation of ADA compliance not included.
1.5.1.	Agency shall certify that no federal funds payable under this contract will be paid by or on the behalf of Agency, to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.	not yet provided	no	Not found in submitted materials.
1.6.	Description of the process in place to ensure documentation and reporting of 3rd party revenue	not yet provided	no	Not found in submitted materials.
	Access to care			

Pre Delegation Tool Item	Expectation	Date Received	Meets RSN Requirements?	
1.7	Agency's plan to comply with the requirements of section 3.3.	6/30/15; Policy # 3400.049.02 re: new employee orientation/ training	partially	See comments re: Item 3.3.
1.8	Agency's plan to ensure consistent application of the appointment standards	6/30/15; Policy # 3500.007.01, Outpatient MH Services - Access Standards; Policy # 3500.007.04 Assessments for Ongoing Services.	yes	
2	Utilization Management			
2.1.	Agency policies for compliance with RSN Access and Continuation of Stay standards	See policy cited in item 1.8, above.	yes	Note: Many policies included in submitted materials reference North Sound MH Association (North Sound RSN) policies; recommend using GHRSN policies instead.
3	Grievance System			
3.1.	Agency's policies and procedures for compliance with section 3.2. Grievance Process	6/30/15; Policy # 3400.35, p. 6 of submitted materials Part III.	partially	Policy needs to be updated to include all timelines as well as reporting to RSN.
3.3.	Agency's annual training plan that complies with RSN training requirements	Policy # 3400.049.02 Employment Orientation covers initial training elements comprehensively.	partially	Only new employee training is fully described; annual Marty Smith and confidentiality/compliance trainings not identified.
3.4.	Agency's process for compliance with section 3.4 Advanced Directives	not yet provided	no	Not found in submitted materials.

Pre Delegation Tool Item	Expectation	Date Received	Meets RSN Requirements?	
3.5.	Samples of 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 Spanish. Also submit Agency's process to maintain availability of these translated documents for distribution at all times.	not yet provided	no	No samples of written translations of relevant identified materials in Spanish were provided (applications for services and consent forms; Benefits Booklet is translated by DBHR, and NOA and NOD are RSN responsibility).
3.6.	Submit a business continuity and disaster recovery plan that ensures timely reinstitution of the consumer 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. The plan must address the following: [see contract for full listing]	not yet provided	no	Not found in submitted materials.
3.7.	Agency's procedures describing compliance with EXHIBIT K - DATA SECURITY REQUIREMENTS	not yet provided	no	Not found in submitted materials.
4	Program Integrity - Fraud and Abuse Prevention			
4.2.	Agency policies and procedures on credentialing of clinical staff	6/30/2015; Policy # 3400.49.03 Responsibility, covers clinical staff credentialing documentation	yes	
4.3.1.	The name and address of any person (individual or corporation) with an ownership or control interest in the Agency. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.	not yet provided	no	Not found in submitted materials.
4.3.2.	Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Agency.	n/a	n/a	
4.3.3.	Whether a person with an ownership or control interest in the Agency is related to another person with ownership or control interest in the RSN as a spouse, parent, child, or sibling.	n/a	n/a	
4.4.	Supply the RSN with Agency's policies and procedures on the prevention of fraud, waste and abuse that comply with section 4.4.	not yet provided	no	Not found in submitted materials.

Pre Delegation Tool Item	Expectation	Date Received	Meets RSN Requirements?	
4.5.	Documentation that all employees (including clinical and non-clinical staff) have been screened through the web sites listed in this section.	not yet provided	no	Procedures for initial and routine LEIE checks not found in submitted materials.

ORIGINAL

STANDARD SERVICES AGREEMENT

DATED: **July 11, 2011**

BETWEEN: **Timberlands Regional Support Network** **"Company"**
PO Box 217
Cathlamet, WA 98612

And

PROTOCALL SERVICES, INC. **"ProtoCall"**
621 SW Alder St.
Suite 400
Portland, OR 97205

RECITAL

Company desires that ProtoCall provide telephone intake, assessment, and crisis counseling services for its clients. ProtoCall agrees to provide such services on the terms and conditions of this Agreement.

AGREEMENT

The parties agree as follows:

1. **TERM.** This Agreement shall commence on **September 1, 2011** and shall continue in full force and effect until either party gives the other party notice of termination as provided below.

2. **REQUIREMENTS OF PROTOCALL.**

   2.1 Call Center Services. ProtoCall will use best efforts to provide telephone access to assessment, intervention, and intake services for clients or prospective clients of Company, during the hours and for the days set forth on "Attachment A." ProtoCall shall provide counseling staff to perform the services described in this Agreement. There may be circumstances, such as acts of terrorism, labor strikes, or acts of God wherein extraordinary telephone call volume is created. In such circumstances, ProtoCall will use reasonable efforts to accommodate the excess call volume, provided, however, both parties recognize it may be difficult or even impossible to accomplish such task.

   2.2 Confidentiality of Client Information. ProtoCall shall use reasonable efforts to ensure that client confidentiality is maintained in accordance with applicable local and federal laws.

   2.3 Call Documentation. ProtoCall will provide Company with a written report of all intake and counseling activity with its clients ("Call Documentation"). The Call Documentation will be transmitted within twenty-four (24) hours following the end of each day by ProtoCall to Company via email or facsimile.

2.4 Telephone equipment. ProtoCall will provide, at its expense, a direct inward dial telephone toll-free number dedicated solely to Company, which Company may use to direct calls to ProtoCall.

2.5 Emergency procedures. ProtoCall reserves the right to trace any call, and contact, dispatch and consult with emergency services, consistent with applicable local and federal laws, without prior consent of Company. It is understood that the ability to trace is limited due to federal and local legislation, and may not always be possible. ProtoCall agrees to take reasonable and appropriate action in the event of emergency situations. Priority in emergency situations will be given to clients and public safety; Company will be contacted only after client safety is reasonably assured.

2.6 Responsibility to report child or elder abuse. In accordance with ORS 419B.005-.045 and ORS 410.610-.700, ProtoCall is responsible to report cases of possible child or elder abuse. ProtoCall exercises this responsibility by notifying Company so that proper authorities can be contacted.

3. REQUIREMENTS OF COMPANY.

3.1 Provision of Program Information. Company will provide to ProtoCall, upon request, current program information, benefit descriptions, policies, guidelines and other information ProtoCall deems necessary to render the services described in this Agreement.

3.2 Release of Client Information. Company shall provide to ProtoCall any information regarding individual clients that ProtoCall deems necessary to ensure consistent treatment and client safety. Upon termination of this Agreement and written request of Company, ProtoCall shall return to Company, any proprietary, client or patient information that it has in its possession which has been given by Company to ProtoCall.

3.3 Access to Company Staff. Company will provide ProtoCall twenty-four (24) hours, seven (7) days per week, access to its counseling staff, and will provide ProtoCall and keep current a staff list complete with home, cellular and pager telephone numbers for its counseling staff during the term of this Agreement.

3.4 Retrieval of Reports and Messages. Company is responsible for the retrieval of and response to Call Documentation, including but not limited to any messages, counseling reports, or other service requests transmitted by email, facsimile or otherwise to it by ProtoCall.

3.5 Payment. Company shall pay ProtoCall, in a timely manner, in accordance with Section 6, all charges for services under this Agreement.

4. ADDITIONAL REQUIREMENTS. ProtoCall will provide the telephone crisis intervention and assessment services described in Section 2 of this Agreement. Following ProtoCall's notification to Company as described under Section 2.3 or Section 2.5 (if addressing an emergency situation), ProtoCall will have no follow-up or ongoing responsibility or liability for responsive action as to reported calls. After notification from ProtoCall, Company shall assume responsibility and liability for any follow-up or response to reported calls, including determination of what response Company, in its sole discretion, deems necessary or appropriate. ProtoCall agrees to assist Company by providing any necessary and available information requested by Company to facilitate Company's response to reported calls.

5. INSURANCE:

5.1 ProtoCall shall continuously maintain, at its expense, professional liability insurance in an amount not less than $2,000,000. per occurrence, $4,000,000. aggregate, covering ProtoCall and its employees. At Company's request, a certificate or other acceptable evidence of such insurance shall be provided to Company.

5.2 Company shall continuously maintain, at its expense, professional liability insurance in an amount not less than $2,000,000. per occurrence, $4,000,000. aggregate, covering Company and its employees. At ProtoCall's request, a certificate or other acceptable evidence of such insurance shall be provided to ProtoCall.

6. FINANCIAL ARRANGEMENTS.

Compensation. As compensation for listed services, Company agrees to pay ProtoCall as follows:

$ n/a	Initial set-up fee
$10.50	Per-call base rate
450	Monthly "Call Allowance"
$4725.00	Per-month rate for Call Allowance
$11.50	Per-call rate in excess of Call Allowance ("Overcall Rate")
$100.00	Per-month rate per subaccount, if applicable
$300.00	Set-up fee for each additional subaccount, if applicable
$50.00	Per month rate per TTY line, if applicable
$100.00	Set-up fee for TTY line, if applicable

TOTAL calls include ALL incoming calls (18 seconds or longer in duration) forwarded to ProtoCall by Company and any outgoing telephone calls (18 seconds or longer in duration) made by ProtoCall while providing listed services to Company's clients.

ProtoCall may charge Company an initial set-up fee. Any initial set-up fee shall be agreed upon by the parties in writing and paid by Company to ProtoCall at or prior to the execution of this Agreement.

6.2 Interpretation Services. Calls requiring the use of interpretive services for the purpose of interpretation with non-English speaking callers, if needed, will incur a separate and additional fee. In such instances, ProtoCall may contract with a third-party service provider. The charges resulting therefrom shall be the actual charges billed to ProtoCall by the third-party provider per incident, plus a 20% surcharge. ProtoCall shall provide Company reasonable documentation for all third party charges.

6.3 Basis for Establishing Compensation. Attachment B to this Agreement sets forth the rate schedule, which includes the per-call base rates, the monthly Call Allowance ranges, and the charges for calls in excess of the monthly call allowance. The rate schedule set forth on Attachment B to this Agreement is based upon two factors, namely: (i) the parties' good faith estimate of actual call volume which will be encountered by ProtoCall during the term of this Agreement; and (ii) the type and nature of calls which will be encountered by ProtoCall during the term of this Agreement.

6.4 Adjustments in Compensation and Fee Schedule. The actual number of calls will be evaluated by ProtoCall every thirty (30) days during the term of this Agreement. Either party may, by giving the other party thirty (30) days advance written notice, adjust the Call Allowance upward or downward, but in no event shall the call volume be adjusted below the lowest call volume set forth on Attachment B. Any adjustment in compensation

based upon actual call volume and the Call Allowance shall be made in accordance with the billing procedure set forth in Section 6.5 below. In no event shall Company be entitled to a credit or a refund when actual call volume falls below the Call Allowance.

6.5 Billing and Payment. ProtoCall shall submit a statement of charges for services rendered to Company by approximately the fifteenth (15th) day of the month for the following month's estimated fees based upon the Call Allowance, and the previous month's actual call charges in excess of the Call Allowance, if any. Charges will be payable by Company upon receipt. Interest may be assessed on invoices not paid within thirty (30) days of the date of the invoice at the rate of one and one-half percent (1 ½%) per month from the date of invoice until paid.

6.6 Adjusting Charges Based on Performance. The performance goal is 90% or more of all inbound calls will be answered by a person within 30 seconds. If performance is below this standard, the charges for billable calls shall be adjusted in the following manner: If the % of calls answered within 30 seconds falls below 90% for a month, ProtoCall will refund to TRSN the difference between the pre-paid call allowance and actual billable calls, if there is any. Example: In a month with a pre-paid call allowance of 450 calls but receiving only 400 billable calls, ProtoCall would credit 50 calls to the TRSN if performance is below 90%. If performance is above 90% or if billable calls are in excess of the pre-paid call allowance, there would be no credit.

6.7 Adjusting Performance Based on Unplanned Telephone Coverage. Upon mutual agreement of both parties, the calculation of performance will be adjusted to exclude a day(s) when unplanned telephone coverage (e.g. agency closure due to weather or disaster) can be shown to have produced higher than normal call volume which resulted in substandard performance

7. **TERMINATION NOTICE.** Either party may terminate this Agreement with or without cause by providing the other party ninety (90) day advanced written notice of termination. ProtoCall may terminate this Agreement immediately, however, upon written notice to Company regarding its failure to pay any charges within thirty (30) days after an invoice has been sent as provided in Section 6.6 above.

8. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** ProtoCall acknowledges that during the term of this Agreement, it may receive from Company certain confidential and proprietary data, customer lists, program features, systems and procedures, and various other proprietary information. ProtoCall agrees that it shall not use, or disclose any such confidential information to any third party unless expressly authorized, in writing, by Company.

9. **RELATIONSHIP OF THE PARTIES.** ProtoCall and Company agree that, in performing their responsibilities pursuant to this Agreement, they are acting as independent contractors. The parties are not partners or joint venturers, and shall not hold themselves out to others as partners or joint venturers Except as is expressly provided in this Agreement, neither party shall have the right to bind nor obligate the other party in any manner without the prior written consent of the party.

10. **ASSIGNMENT.** Company shall have no right to assign, delegate or otherwise transfer, and shall not assign, delegate or otherwise transfer, in whole or part, directly or indirectly, by operation of law or otherwise, any of its rights, obligations, or duties under this Agreement without the prior written consent ProtoCall. Any purported assignment, delegation or transfer without prior written consent of ProtoCall shall be void.

11. MISCELLANEOUS.

11.1 Rights And Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.2 No Third-Party Rights. This Agreement and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person shall be entitled to enforce or make any claims, or have any right pursuant to the provisions of this Agreement.

11.3 Governing Law and Venue. This Agreement, and its operation and performance, shall be governed, construed and enforced in accordance with the laws of the State of Oregon, excluding its conflict of law principles. Subject to the requirement of mediation and arbitration contained herein, any suit or action arising out of or in connection with this Agreement, or any breach hereof, shall be brought and maintained exclusively in the federal or state courts in Portland, Oregon. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts for the purpose of such suit or action and hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the venue of any such suit or action in any such court and any such claim that any suit or action has been brought in an inconvenient forum.

11.4 Notice. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given for all purposes on the date of transmission when sent by telex or facsimile transmission, on the fifth day after the date of mailing when mailed by certified mail, postage prepaid, return receipt requested, from within the United States, or on the date of actual delivery, whichever is the earliest, and shall be sent to the parties at the addresses shown above.

11.5 Severability. If any provision of this Agreement contravenes any law and such contravention would thereby invalidate this Agreement, then such provision is declared to be invalid and subject to severance from the remaining portion of this Agreement, and this Agreement shall be read and construed as though it did not contain such provision in a manner to give effect to the intention of the parties to the fullest extent possible.

11.6 Waiver. The failure of any part to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not constitute a waiver of such provision, and no waiver of any provision of this Agreement shall be deemed, or shall constitute, a wavier of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.7 Amendment. This Agreement may be amended, restated or modified from time to time only by a written instrument adopted by both parties hereto.

11.8 Mediation. All disputes arising out of this Agreement shall first be submitted to mediation, which shall focus on the needs of everyone concerned and seek to solve problems cooperatively, with an emphasis on dialogue and accommodation. The goal of the mediation shall be to preserve and enhance relationships by developing a mutually acceptable agreement which will fulfill the needs of everyone concerned. A party desiring mediation may begin the process by giving the other party a written "Request to Mediate," describing the issues involved and inviting the other party to join with the calling party to name a mutually agreeable mediator and a time frame for the mediation which shall

occur no more than thirty (30) days following the notice unless the parties mutually agree otherwise. The parties and the mediator may adopt any procedural format that seems appropriate for the particular dispute. The contents of all discussions during the mediation shall be confidential and nondiscoverable in subsequent arbitration or litigation, if any. If the parties can agree upon a mutually acceptable agreement, it shall be reduced to writing, signed by all parties and the dispute shall be at an end. If the result of the mediation is a recognition that the dispute cannot be successfully mediated, or if any party refuses to mediate or to name a mutually acceptable mediator and a time frame for mediation, within a period of time that is reasonable considering the urgency of the disputed matter, then any party who desires dispute resolution shall seek arbitration. Mediation shall occur in Portland, Oregon.

11.9 Arbitration. All disputes, differences or questions arising out of or relating to this Agreement, or the validity, interpretation, breach or termination thereof, which have not been settled by mediation, shall be resolved by binding arbitration before the Arbitration Service of Portland, Inc. The arbitration proceedings shall be conducted in accordance with the arbitration rules of the Arbitration Service of Portland, Inc. that are in effect at the time the arbitration is initiated, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Nothing herein, however, shall prevent a party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. Arbitration shall occur in Portland, Oregon.

11.10 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include" and "including" shall mean "include" or "including" "without limitation." Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.11 Additional Assurances. Each party agrees to perform all further acts, and execute, acknowledge and deliver any and all documents, which is reasonably necessary to confirm, complete or effectuate the provisions of this Agreement.

11.12 Entire Agreement. This Agreement and any exhibits or schedules referenced herein and attached hereto constitute the entire agreement and understanding of the parties as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties and their representatives with respect to the subject matter hereof.

11.13 Binding Effect. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

11.14 Attorneys' Fees. If a suit, action, arbitration or other proceeding of any nature whatsoever (including, without limitation, any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs as determined by the arbitrator or by

the court at trial or on any appeal or review, in addition to all other amounts provided by law.

11.15 Indemnification. ProtoCall agrees to indemnify and hold harmless Company, its directors, shareholders, officers, trustees, employees, and agents from and against any losses, damages or costs, including attorneys fees, resulting from or arising out of any claims or legal action by a thirty-party arising as a result of the gross negligence or willful misconduct of ProtoCall, its directors, trustees, officers, employees, or agents relating to or arising from the provision of services under this Agreement to Company's clients.

Company agrees to indemnify and hold harmless ProtoCall, its directors, shareholders, officers, trustees, employees, and agents from and against any losses, damages, or costs, including attorneys fees, resulting from or arising out of any claims or legal action by a third-party arising as a result of the acts, omissions, negligence or misconduct of Company, its directors, trustees, officers, employees, or agents relating to or arising from the provision of services under this Agreement or otherwise to its clients.

This indemnification provision shall survive termination of this Agreement.

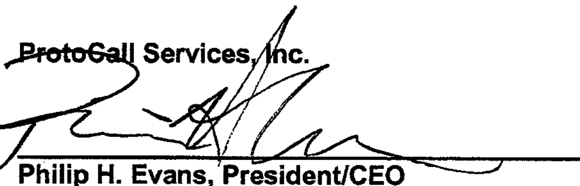
11.16 Captions. The caption headings of the sections and subsections of this Agreement are for convenience of reference only and are not intended to be, and should not be construed as, a part of this Agreement.

11.17 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, shall be deemed to be an original instrument, and all of which together shall constitute a single agreement.

11.18 Compliance with Laws. The parties have endeavored to fashion this Agreement to comply with applicable local and federal laws. If any laws are enacted which materially impair either party's ability to carry out the terms of this Agreement, the parties will, in good faith, make reasonable efforts to amend this Agreement to comply with such laws. If, after reasonable efforts to amend the Agreement, including mediation, in accordance with Section 11.8, the parties do not agree to such amendments, either party may terminate this Agreement upon written notice to the other party.

11.19 Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of its obligations are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation, acts of terrorism, labor strike, or fire, natural disaster, earthquake, accident or other acts of God. This Section 11.19 shall not be applicable to any payment obligations of either party.

ProtoCall Services, Inc.



Philip H. Evans, President/CEO

8/1/11
Date

Timberlands Regional Support Network

Ron Averill, Governing Board Chair

Date 7.22.11

ORIGINAL

ATTACHMENT A

Time Schedule

ProtoCall will use best efforts to provide telephone access to assessment, intervention, and intake services for clients or prospective clients of Company, during the Company time zone hours of 5pm to 8am Monday through Wednesday, 7pm Wednesday through 8am Thursday, 5pm Thursday through 8am Friday, 4pm Friday through 8am Monday.

Any additional services ("extra coverage") may be formally requested outside this time schedule per written or verbal agreement between parties. These additional services are subject to ProtoCall staff availability and handled on a per request basis. Any additional call volume due to extra coverage is covered under section 6 of this Agreement. There are no additional charges for extra coverage requests.

ATTACHMENT B

At times, we're the only answer.
621 SW Alder St., Suite 400
Portland, OR 97205
Phone: 800-435-2197
Fax: 503-499-6250

Fee Schedule Based on Call Volume

Amended as of July 1, 2008

Call Volume	Monthly Fee	Over Call
150	2,025.00	14.50
200	2,500.00	13.50
250	2,875.00	12.50
300	3,150.00	11.50
350	3,675.00	11.50
400	4,200.00	11.50
450	4,725.00	11.50
500	5,250.00	11.50
600	6,300.00	11.50
700	7,350.00	11.50

Account Number: OR PROT 10 Date: 11/ 10 Initials: LAURAJ

CERTIFICATE OF INSURANCE

AMERICAN HOME ASSURANCE CO.
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:
PROTOCALL SERVICES INC
621 SW ALDER SUITE 400
PORTLAND OR 97205

Blanket Coverage

Type of Work Covered: SOCIAL SERVICE AGENCY

Location of Operations:
(If different than address listed above)

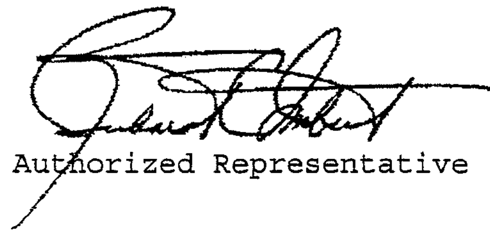
Claim History:

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	SSA-006904594	11/01/10	11/01/11	2,000,000 4,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:
Name: PROTOCALL SERVICES INC
Address: 621 SW ALDER SUITE 400
PORTLAND OR 97205



Authorized Representative

OP ID: JC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Fournier Group - Vancouver Katie Kramer	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: PROTO-3	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Protocall Services Inc 621 SW Alder St #400 Portland, OR 97205	INSURER A : Hartford Casualty Insurance Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			52SBAUR6105	07/01/11	07/01/12	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
A	X HIRED AUTOS			52SBAUR6105	07/01/11	07/01/12	PROPERTY DAMAGE (Per accident)	$
A	X NON-OWNED AUTOS			52SBAUR6105	07/01/11	07/01/12		$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			52SBAUR6105	07/01/11	07/10/12	Cyber Lia	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
TIMBERS5 Timberlands RSN P.O. Box 217 Cathlamet, WA 98612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John L. Olden

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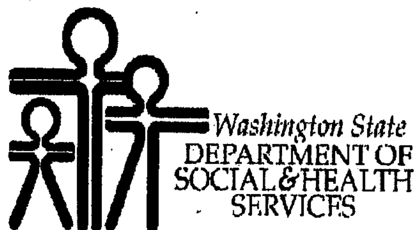


COMMUNITY MENTAL HEALTH SERVICES

This is to certify that the PROTOCALL SERVICES, INC.

Operated By: ProtoCall Services Inc.

Located At: 621 SW Alder St. Suite 400, Portland OR 97205

Is hereby licensed as a provider for:

Crisis Telephone Services

In accordance with Chapter 71.24 Revised Code of Washington subject to the provisions of said act of the legislature, the Standards Rules and Regulations promulgated thereunder.

License issued: June 22, 2011

License effective: July 20, 2011

License expires: July 20, 2012

License Number: 177

Peter Marburger

Peter Marburger, Senior Program Administrator
Division of Behavioral Health and Recovery

AMENDMENT TO AGREEMENT BETWEEN
ProtoCall Services, Inc.
and
Timberlands RSN

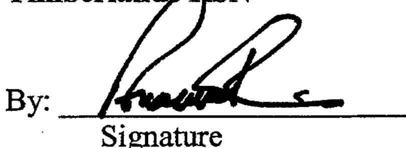
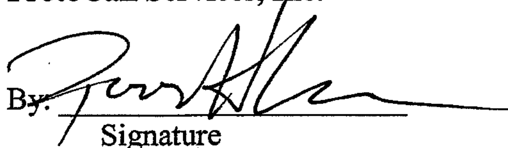
This Amendment is made as of May 6, 2014 to amend that certain Amendment to Agreement dated as of July 1, 2012 by and between ProtoCall Services, Inc. ("ProtoCall") and **Timberlands RSN**

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ProtoCall and **Timberlands RSN** hereby agree as follows:

1. This Amendment to the Agreement modifies the compensation and fee schedule information contained within the existing Agreement to conform to the Monthly Call Plan attached to this Amendment and titled "Monthly Call Plan, Effective July 1, 2014."
2. This billing change will be effective for calls received beginning at 12:01 am on July 1, 2014.
3. All other terms and conditions of the aforementioned Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Timberlands RSN	**ProtoCall Services, Inc.**
By:  Signature	By:  Signature
By: Ron Averill Print Name	By: Philip Evans Print Name
Its: TRSN Governing Board Chair	Its: CEO

ORIGINAL

At times, we're the only answer.
621 SW Alder St., Suite 400
Portland, OR 97205
Phone: 800-435-2197
Fax: 503-499-6250

Rate Schedule Based on Call Volume

Timberlands RSN

Amended as of July 1, 2014

Monthly Prepaid Calls	Prepaid Call Rate	Monthly Rate	Over Call Rate
150	14.00	2,100.00	15.00
200	13.00	2,400.00	14.00
250	12.50	3,125.00	13.50
300	12.50	3,750.00	13.50
350	12.00	4,200.00	13.00
400	12.00	4,800.00	13.00
450	11.50	5,175.00	12.50
500	11.50	5,750.00	12.50
550	11.00	6,050.00	12.50
600	11.00	6,600.00	12.50
700	11.00	7,700.00	12.00

ORIGINAL

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into between **TIMBERLANDS REGIONAL SUPPORT NETWORK** (hereinafter "TRSN"), a municipal corporation of the State of Washington, acting by and through its governing board and **QRT, LLC,** (hereinafter "QRT").

W I T N E S S E T H:

WHEREAS, TRSN desires to retain the services of a qualified entity for the purpose of providing Quality Review Team Services; and

WHEREAS, QRT desires and is qualified to provide professional services contemplated hereunder.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work.

    a. Contractor shall perform all of the functions of a Quality Review Team as set forth in WAC 388-865-0282 and any subsequent amendments thereto.

    b. In its delivery of services, QRT shall follow the Quality Review Team Policies and Procedures as set in TRSN Policy Nos. 5000 and 5000A, a copy of which Policies is attached hereto as "Exhibit A," which Exhibit A is incorporated herein as a material term of this contract.

2. Compensation.

    a. TRSN will pay QRT the sum of $2,500.00 per month for services provided as outlined in the Scope of Work. Services may be performed both on-site at TRSN facilities and off-site at QRT offices.

3. Effective Date. This Agreement shall take effect on January 1, 2013.

4. Termination. This Agreement shall continue for an indefinite term, subject to termination by either party upon sixty (60) days written notice to the other.

5. Independent Contractor. QRT is an independent contractor of TRSN, and, as such, is not subject to TRSN's immediate control or direction in the performance of the required services. Neither QRT nor any of QRT's members, employees or agents shall be deemed to be an official, employee, or agent of TRSN. QRT is solely responsible for its acts and for the acts of its officers, members, employees, agents, and subcontractors. Additionally, QRT makes the following assurances:

a. QRT is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement;

b. QRT has a principal place of business that is eligible for a business deduction for federal income tax purposes. QRT is responsible for the costs of such principal place of business;

c. QRT is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for the business QRT is conducting;

d. QRT has established, or shall promptly establish, an account for the business with the Washington Department of Revenue, and with other State agencies as the circumstances may require. QRT shall pay all required State taxes normally paid by employers and businesses. QRT has registered for and received a unified business identifier number from the State of Washington;

e. QRT maintains a separate set of books or records that reflect all items of income and expenses of the business QRT is conducting.

6. Indemnification.

a. QRT shall defend, indemnify, and hold harmless TRSN from and against all claims arising out of or in any way related to any act or omission of QRT and/or QRT's officers, members, employees, agents, subcontractors, or suppliers. QRT shall have no duty to defend, indemnify, or hold harmless with respect to any claim that arises from QRT's negligence;

b. For the purposes of this section , (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs and attorney's fees, and (ii) "TRSN" means TRSN, its board and commissions, and all past, present and future officials, employees, agents, or volunteers;

c. QRT shall, at QRT's own expense, obtain and keep in force a policy of professional liability insurance with coverage limits acceptable to TRSN. QRT shall provide proof of insurance to TRSN.

d. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

7. Standard of Care/ General Provisions.

a. QRT shall comply with all applicable professional standards of care in connection with any services rendered hereunder and shall perform services hereunder in a timely manner.

b. QRT shall execute all confidentiality forms as may be required by TRSN or Washington DSHS policy to protect the privacy rights of TRSN clients. QRT shall also sign a Business Associates Agreement.

c. TRSN shall establish and maintain unencumbered access to and maintain the independence of QRT as required by WAC 388-865-0282.

d. E-mail is the preferred method of communication between QRT and the TRSN Administrator.

8. Non-Assignability. QRT shall not assign this contract or any rights or duties hereunder to any other entity without first obtaining written consent of TRSN which consent shall not be unreasonably withheld.

9. Administration. This Agreement shall be administered for TRSN by the TRSN Administrator.

10. Notice. Notice, when needed or required under this Agreement, shall be given as follows:

If to TRSN to:

Brian Cameron, TRSN Administrator
Timberlands RSN
P.O. Box 217
Cathlamet, WA 98612

If to QRT to:

Roland R. Armstrong, Manager
196 Jacobson Road, No. 7
Cathlamet, WA 98612

11. Entire Agreement. This written Agreement constitutes the parties' entire integrated agreement.

12. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by TRSN and QRT.

13. Severability. If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

14. Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Wahkiakum County, Washington.

DATED this 14 day of December, 2012.

TIMBERLANDS REGIONAL SUPPORT NETWORK:

BY: ______________________
RON AVERILL, Governing Board Chair

QRT, LLC:

BY: ______________________
ROLAND R. ARMSTRONG
ITS MANAGER

ORIGINAL

Approved as to form
on 12-14-2012:

Fred A. Johnson WSB 7187
TRSN Attorney

Policy Title: **Quality Review Team**		**Policy No. 5000**
Category:	**Quality Management**	Date Adopted: May 13, 2005
		Revision Date: July 13, 2007 December 13, 2011
Reference:	Washington Administrative Code 388-865-0282 WA Mental Health Division / Timberlands RSN Contract	

POLICY:
It is the policy of Timberlands Regional Support Network to establish and maintain unencumbered access to and maintain the independence of a Quality Review Team.

The Timberlands Regional Support Network has established and maintains unencumbered access to and maintains the independence of a Quality Review Team as set forth in WAC 388-865-0282 and in the agreement between the Mental Health Division and Timberlands Regional Support Network. The Quality Review Team must include current clients of the mental health system, past clients or family members. TRSN must assure that Quality Review Teams:

Fairly and independently review the performance of the regional support network and service providers to evaluate systemic customer service issues as measured by objective indicators of client outcomes in rehabilitation, recovery and reintegration into the mainstream of social, employment and educational choices, including:

- Quality of care;
- The degree to which services are client-focused/ directed and are age and culturally competent;
- The availability of alternatives to hospitalization, cross-system coordination and range of treatment options; and
- The adequacy of the regional support network's cross system linkages including, but not limited to schools, state and local hospitals, jails and shelters.

See also: QRT Policies and Procedures, 1.1

PROCEDURES / PROCESSES:
The Governing Board shall appoint a Quality Review Team (QRT), incorporating all the regulations in WAC and requirements of in the current agreement with MHD. Members of the QRT shall include current clients of the mental health system, past clients or family members.

The Governing Board shall adopt QRT Policies and Procedures, developed in consultation with the QRT.

TRSN shall employ a part-time QRT coordinator to carry out the responsibilities of the QRT. For employment purposes, the QRT coordinator shall report to the Clinical Director.

The QRT shall develop an annual work plan than includes all the requirements of WAC 388-865-0282 (1) (a)-(d).

QRT, ACCESS TO SERVICE SITES:
It is the policy of Timberlands Regional Support Network to establish and maintain a QRT that has the authority to enter and monitor any agency providing services for area regional support network clients, including state and community hospitals, freestanding evaluation and treatment facilities and community support service providers;

See also: QRT Policies and Procedures, 5.2

PROCEDURES / PROCESSES:
Access to services shall be discussed at the provider network meetings, clinical meetings, QMC, and the Advisory and Governing Board meetings until it is incorporated into the culture of the system. TRSN believes this has satisfactorily occurred.

The QRT coordinator shall report any problems gaining access to service sites to the Clinical Director and the Governing Board.

QRT ROLES AND RESPONSIBILITIES:
It is the policy of TRSN to meet with interested clients and family members, allied service providers, including state or community psychiatric hospitals, regional support network contracted service providers, and persons that represent the age and ethnic diversity of the regional support network to:

- Determine if services are accessible and address the needs of clients based on sampled individual recipient's perception of services using a standard interview protocol developed by the mental health division. The protocol will query the sampled individuals regarding ease of accessing services, the degree to which services address medically necessary needs (acceptability), and the benefit of the service received; and

- Work with interested clients, service providers, the regional support network, and DSHS to resolve identified problems.

See also: QRT Policies and Procedures, Section Four: QRT Duties

PROCEDURES / PROCESSES:
The QRT shall conduct a client satisfaction survey annually, mailed to all enrolled clients. The survey tool shall follow a standard interview protocol developed by the mental health division. The client satisfaction survey shall incorporate questions that will help the QRT determine if services are accessible and address the needs of clients. The survey tool will query the sampled individuals regarding ease of accessing services, the degree to which services address medically necessary needs (acceptability), and the benefit of the service received.

The QRT shall conduct an allied provider survey annually. The list of mental health system stakeholders will be developed by the QRT with the assistance of the Clinical Director and the contract providers. The survey shall be sent to allied providers within DSHS who are potential referral sources or who may serve mental health clients with co-occurring disorders.

The QRT shall work with interested clients, service providers, TRSN and DSHS to resolve identified problems.

QRT REPORTS AND RECOMMENDATIONS:
It is the policy of Timberlands Regional Support Network:

- that the QRT provide reports and formalized recommendations at least biennially to the Mental Health Division, the Mental Health Advisory Committee and the TRSN Advisory and Governing Boards; and

- to ensure that input from the Quality Review Team is integrated into the overall regional support network quality management process, Ombuds Services, local client and family advocacy groups, and provider network.

See also QRT Policies and Procedures, 4.11

PROCEDURES / PROCESSES:
The QRT coordinator shall submit a monthly report to the TRSN Advisory and Governing Boards, QMC, Ombuds and MHD. The report shall include a reporting of all QRT activities and the status of client satisfaction and allied provider surveys that are in process. Analysis of all surveys and speak outs shall also be reported.

The QRT shall submit a written biennial quarterly report of its activities to TRSN, who will distribute the report to the Advisory and Governing Boards, QMC, contract providers, the Ombuds, local client and family advocacy groups, county mental health Advisory Boards and the MHD. Copies of survey summaries and any recommendations shall be included.

Input from the Quality Review Team shall be integrated into the quality management plan.

The QRT shall have direct access to and direct communication with Ombuds Services, local client and family advocacy groups, and the provider network.

QRT TRAINING AND CONFIDENTIALITY:
It is the policy of Timberlands Regional Support Network that members of the QRT receive training and adhere to confidentiality standards.

See also: QRT Policies and Procedures, Section Three: QRT Training; and 4.12 and 6.3

PROCEDURES/PROCESSES:
The QRT coordinator shall assure that all new QRT members receive training about confidentiality, and complete an Oath of Confidentiality.

QRT members shall participate in basic QRT training offered by the Washington Institute for Mental Illness Research and Training (WIMIRT). QRT members shall be encouraged to attend additional trainings offered by the WIMIRT when available.

The QRT coordinator shall work to develop a culture of respecting client confidentiality among all QRT members.

TRSN Governing Board Chair ______________________ Date ______________________

Policy Number 5000A

Quality Review Team: Policies and Procedures

Timberlands Regional Support Network

SECTION ONE: TEAM ESTABLISHMENT AND MAINTENANCE

POLICY 1.1, ESTABLISHMENT AND MAINTENANCE

To fulfill the requirements of WAC 275-57-150, or its successor, and the current Department of Social and Health Services (DSHS) contract and work orders, the Timberlands Regional Support Network (TRSN) shall establish and maintain a Quality Review Team (QRT). QRT shall include a paid part time QRT Coordinator and volunteer QRT members representing each county.

This document supersedes the Memorandum of Understanding dated April 9, 2000 between QRT, the TRSN Governing Board and TRSN Administration.

POLICY 1.2, RECRUITMENT

The TRSN and QRT shall advertise vacancies when they occur and shall recruit candidates with specific, necessary and appropriate qualifications for the QRT through an open and competitive process which is conducted publicly, giving primary consideration to clients, past clients or family members. Qualifications (skills, attitudes and knowledge) shall be agreed on and put in writing as part of a position description. Recruitment to fill an anticipated vacancy should commence six months before the expiration of any team member's term. The RSN and QRT may provide ongoing marketing of QRT and other volunteer positions to assure broad awareness of volunteer opportunities.

POLICY 1.3, NON-ELIGIBILITY

Members of the following groups are not eligible to be part of QRT due to a potential conflict of interest: contracted provider agencies and their boards or TRSN Governing Board.

POLICY 1.4, APPLICATION

TRSN and QRT shall develop an appropriate, comprehensive application for all interested parties who register their desire to apply to serve on the QRT. The QRT Coordinator shall oversee recruitment of QRT volunteers to assure adequate representation from each county and membership which reflects contract guidelines. Recruitment shall draw on preliminary recommendations from the local county Advisory boards. Following interviews, the QRT Coordinator shall make recommendations to the TRSN Advisory Board, who shall advise the Governing Board.

POLICY 1.5, APPOINTMENT

The Governing Board of TRSN shall approve and appoint applicants for membership on the QRT subsequent to receiving recommendations from TRSN Advisory Board.

POLICY 1.6, NOTIFICATION AND ENLISTMENT

On behalf of the Governing Board, the QRT Coordinator shall notify approved candidates of their appointment to the QRT and shall secure their acceptance. The QRT Coordinator shall, with support from TRSN staff, provide orientation to TRSN, including a written notebook of information about the RSN, information on policies and procedures for reimbursements, and

introductions to key staff. The QRT Coordinator shall arrange training on QRT duties provided by the state.

POLICY 1.7, TERM OF SERVICE
The term of service for QRT volunteers shall be two years. All terms shall expire on December 31 of either an even or odd numbered year to assure continuity. Upon application by the member and with concurrence of the QRT, there may be two (2) year extensions of the QRT member's term with Governing Board re-appointment.

POLICY 1.75, LEAVE OF ABSENCE FOR VOLUNTEER MEMBERS
QRT Volunteer members may be granted a leave of absence for up to 90 days. At the completion of the 90-day leave of absence the member may request an additional 90 days for the cause. Following the completion of an approved leave of absence members must return or resign from membership.

POLICY 1.8, RESIGNATION OR REMOVAL OF QRT VOLUNTEERS
At her/his own discretion, a member of the QRT may resign from membership by submitting a written letter to the TRSN Governing Board with a copy to the QRT Coordinator. For good and just cause, the TRSN Quality Review Team may recommend removal of a member from the QRT to the Governing Board. This shall include completion of a formal removal procedure. Just cause shall include the following:

1. Breach of client confidentiality in violation of TRSN/MHD regulations;

2. Violation of Washington Administrative Code or MHD contract provisions governing conduct of QRT members;

3. Recommendation of the QRT based upon the QRT's finding that the member's conduct materially and substantially impaired the QRT's ability to perform its duties;

4. Absence from three (3) QRT meetings within any six (6) month period unless such absence has been excused for good cause by the QRT Coordinator.

5. Unwillingness to participate collaboratively in problem resolution as defined by MHD, August 1999.

6. Failure to support the QRT's decisions.

7. Failure to attend training and participate in ongoing QRT networking/training meetings.

If the QRT declines or fails to investigate, consider, and act on confirmed findings of fact, the Governing Board may initiate removal of a member from the QRT based upon only items number 1 and/or 2 above. Removal of the QRT Coordinator shall be governed by Wahkiakum County Personnel Policies.

Upon the finding of good and just cause, the TRSN Governing Board Chair shall transmit to the QRT member in jeopardy and to the QRT Coordinator a written, initial and confidential notification of the beginning of a formal removal procedure. Notification shall be given at least seven (7) days prior to the Governing Board's consideration of the proposed removal. The notification shall be posted certified, with return receipt requested. The notification shall state

the nature of the finding of good and just cause, and inform the member of the specific time, date and place of a formal hearing.

Upon the receipt of the first notification, the QRT member in jeopardy shall be informed that her/his membership on the QRT shall remain suspended, until such time as it is terminated, or reinstated, as a result of this formal removal process.

The Governing Board shall give written notification to both the QRT Coordinator and the affected member regarding its decision on the question of removal.

If the QRT member is not satisfied with the Governing Board's determination as to his or her removal, that QRT member, within ten (10) calendar days of receipt of the Governing Board's decision, may request that the MHD-defined Dispute Resolution Process be used, as defined below.

POLICY 1.9, DISPUTE RESOLUTION PROCESS FOR OMBUDS/QRT MEMBERS AND RSN'S (MHD, August 1999)

A good faith effort should be made to resolve issues between the RSN and the Ombuds or QRT at the lowest possible level, using mediation. If issues cannot be resolved between the parties, either party may submit a written request to the other party to use the dispute resolution process The RSN is responsible to notify the MHD that a dispute resolution process has begun.

Within 15 calendar days of written request, a dispute resolution team shall be established. Each party will select one individual to be on the dispute resolution team. Within the same time frame, the parties will jointly select a third individual to be on the team.

The panel will convene within 30 calendar days from written request for dispute resolution. The panel will be presented with the issues of the dispute by both parties. The panel will have the option to decide whether the issue(s) before them are appropriate for them to address.

The panel is responsible to address systems level matters which, in general, involve service to individuals or groups of clients, internal procedural matters and issues related to the operations and general functions of Ombuds staff and/or Quality Review Teams. Issues of dispute include differing interpretations between RSN's and Ombuds or QRT members on roles and responsibilities within the local system, e.g. values, independence, ongoing support.

The dispute resolution process is not applicable to disputes related to personnel matters.

The panel will be empowered to determine what the resolution shall be. A written statement shall be completed and provided to the respective parties within 45 days of written request for dispute resolution. The statement shall be a report that documents the basis of the dispute and how it was resolved. The Dispute Resolution Team will provide a copy to the Mental Health Division at the same time.

Based on the fact that Ombuds and QRT members are part of the functions of the RSNs, any cost of mediation or dispute processes shall be borne by the RSN.

The MHD will provide a summary report quarterly to the Oversight Committee regarding issues and resolutions across the state. The Oversight Committee, at its discretion, shall make recommendations to the Mental Health Division.

POLICY 1.10, MEMBERSHIP VACANCIES
When QRT membership vacancies occur by removal or resignation, the above same recruitment process shall be used by the QRT and TRSN to fill vacant team positions.

SECTION TWO: TEAM COMPENSATION AND COMPOSITION

POLICY 2.1, MEMBERSHIP COMPENSATION
The members of the QRT shall be compensated for mileage based on the TRSN travel policy. Necessary expenses incurred by team members in the performance of their duties shall be submitted monthly to the TRSN for reimbursement through the QRT Coordinator. Necessary expenses may include meals in the course of performing QRT duties out of town, postage for QRT mailings, refreshments for speak outs, and lodging pre-approved by the Coordinator and/or other TRSN staff. The QRT Coordinator shall monitor QRT budget and expenditures in accord with TRSN travel policy.

POLICY 2.2, TEAM SIZE
The QRT shall be composed of a QRT Coordinator and a total of eight (8) members, with at least two (2) members from Lewis County, one (1) member from Pacific County, one (1) member from Wahkiakum, and one (1) member from the Shoalwater Bay Indian Nation.

POLICY 2.3, TEAM DIVERSITY
In the appointment of members to the QRT, the TRSN shall be responsive to the demographic diversity of the constituency of the TRSN and shall endeavor to make appointments which reflect and represent that diversity. This shall include efforts to recruit youth, older adults, persons with disabilities and sensory impairments, sexual minorities, ethnic minorities, and Hispanic persons.

POLICY 2.4, CLIENT REPRESENTATION
TRSN shall ensure that the membership of the QRT shall be composed of at least fifty-one percent (51%) past or present mental health clients and/or family members of such clients.

SECTION THREE: QRT TRAINING

POLICY 3.1, INITIAL TRAINING
The QRT Coordinator shall assure that members of the QRT attend the initial, uniform, statewide QRT training provided by the Mental Health Division (MHD), as available.

POLICY 3.2, TRAINING
TRSN and the QRT Coordinator shall encourage members of the QRT to attend all subsequent statewide QRT training provided by the MHD, as available. The QRT Coordinator shall provide QRT members with timely notice of the trainings.

SECTION FOUR: QRT DUTIES

POLICY 4.1, WORK PLAN IMPLEMENTATION
Generally, the QRT shall perform its duties in a manner consistent with, the MHD contract, mental health WAC, Federal waiver, and statewide training provided by the MHD. QRT shall develop a yearly work plan which identifies all planned core duties and shows projected dates for those duties. The work plan shall be completed by February 15th for the calendar year and shared with TRSN staff and the Quality Management Committee to support ongoing coordination.

POLICY 4.2, COLLECTION OF INFORMATION
It shall be the responsibility of the QRT to collect comprehensive information, through all avenues appropriate to accessing the views of mental health service clients, their family members, providers and the community. Significant performance indicators shall be:

1. Accessibility and timeliness of services
2. Acceptability of services
3. Appropriateness of services to client wants, needs, and welfare
4. Opportunities to give input into how services are provided
5. Recognition of Client Rights (including treatment with respect)
6. Client involvement in service plans
7. Continuity of services
8. Cultural congruency of services

POLICY 4.3, ASSESSMENT OF CLIENT WELFARE
It shall be the responsibility of the QRT to assess system level concerns regarding client welfare: physical safety (food, health, housing and clothing); emotional safety (honest respectful service) and recipient satisfaction with services. Where possible, family advocates shall be included in providing data for this assessment.

Where issues of health and safety are suspected, they must be addressed immediately by notifying the TRSN Clinical Director and/or the relevant crisis services staff. Health and safety issues include any service activities or omission of service activity required by WAC, contract or TRSN Guidelines that put the client or others at imminent risk of physical harm or at risk of being gravely disabled per involuntary treatment criteria (e.g. unable to provide for essential human needs such as eating).

In considering this judgment QRT members may consult with the Clinical Director or, in her/his absence, the relevant provider's Clinical Director or emergency services staff.

When questions arise regarding the QRT's obligation to report abuse or warn a potential victim, the QRT member should immediately consult with the QRT Coordinator or the Timberlands RSN Clinical Director.

POLICY 4.4, ASSESSMENT OF CLIENT SERVICE
It shall be the responsibility of the QRT, through information gained from clients, family members, and allied providers, to assess system level concerns regarding client service: quality of care; degree to which services are client-focused and client-directed; and the extent of development of alternatives to hospitalization, coordination between systems, and the range of treatment options. QRT may also seek client feedback on other areas identified by TRSN (e.g. QMC) or MHD, e.g., crisis services, training needs, etc. This may be accomplished through surveys, focus groups, or other means identified by QRT.

POLICY 4.5, INVOLVEMENT OF SPECIAL POPULATIONS CLIENTS
It shall be the responsibility of the QRT to ensure consistent involvement and collaboration with representatives of groups of under-served clients in developing recommendations which affect such groups.

POLICY 4.6, PARTICIPATION IN BOARD MEETINGS
QRT members are invited to attend meetings of the Advisory and/or the Governing Board. The QRT Coordinator shall attend TRSN Advisory and Governing Board meetings on a monthly

basis to support effective ongoing communication with TRSN boards and staff. The QRT Coordinator shall report on QRT activities and system level quality findings at these meetings and help those in attendance understand the work of QRT as it relates to the quality of TRSN services.

POLICY 4.7, PARTICIPATION IN QUALITY MANAGEMENT COMMITTEE
The QRT Coordinator shall participate in monthly meetings of TRSN's Quality Management Committee in order to integrate QRT's quality assessment and improvement activities with those of the rest of the RSN. An alternate shall be available to attend in the Coordinator's absence.

POLICY 4.8, COOPERATIVE PROBLEM RESOLUTION
It shall be the responsibility of the QRT to work closely and collaboratively with clients, the TRSN and its providers, the TRSN Ombuds, and the MHD in the resolution of identified problems regarding service access, delivery, and improvement.

POLICY 4.9, WRITTEN NOTIFICATIONS
It shall be the responsibility of the QRT to submit written notification to TRSN regarding what it deems to be any reasonable and necessary changes to service access, delivery and improvement. The QRT shall endeavor to resolve issues at the lowest possible level, usually at the provider level.

If the TRSN fails to respond to written notification within thirty (30) days, or in the event that the TRSN fails to implement a previously and mutually agreed upon written plan of action and time frame, the QRT shall follow up to pursue resolution; if deemed necessary QRT may submit written notification to the MHD to request its review of the failure of the TRSN.

POLICY 4.10, MAINTENANCE AND SECURITY OF RECORDS
It shall be the responsibility of the QRT Coordinator to maintain all written records of its findings, notifications, actions and reports for a period of at least six (6) years following the end of a biennium, and in a manner and location which ensures the security of such records. Records containing confidential materials shall be kept in a locked file at a TRSN designated office. Records will generally be available to other TRSN staff only if needed in connection with a lawsuit against TRSN or to intervene in protection of the client's physical safety or that of a potential victim. WAC and RCW's regarding confidentiality shall apply, as noted in Policy 4.3.

POLICY 4.11, WRITTEN QUARTERLY REPORTS
It shall be the responsibility of the QRT to submit written biennial quarterly reports of its activity to the TRSN, who will distribute to Advisory and Governing Boards, QMC, provider network, Mental Health Ombuds, local client and family advocacy groups, county mental health Advisory Boards, and the MHD.

POLICY 4.12, CONFIDENTIALITY
It shall be the responsibility of the QRT to protect the confidentiality of all information relating to clients and former clients and, further, to ensure such information will not be shared or released except as provided by statute or rule.

SECTION FIVE: TEAM AUTHORITY AND OPPORTUNITY

POLICY 5.1, RESPONSIBILITY TO EVALUATE
The QRT shall have the responsibility to evaluate the relationships and cross-systems activities of the TRSN and its providers, including, but not limited to, schools, hospitals, jails, and shelters.

POLICY 5.2, RESPONSIBILITY TO MONITOR HOSPITALS TO RESOLVE SYSTEM LEVEL CONCERNS The QRT shall have the authority to enter and monitor any state or community psychiatric hospital or ward contracting with the TRSN or MHD to make recommendations to resolve system level concerns, ideally at the lowest possible level. Appropriate advance notice of any visit shall be issued to the hospital or ward by the QRT.

Upon request from the QRT, TRSN shall assist the QRT in obtaining access to hospitals, jails, shelters, or other facilities, and in obtaining a resolution of issues.

POLICY 5.3, RESPONSIBILITY TO MONITOR QUALITY MANAGEMENT PLANS
The QRT shall monitor the implementation of the quality management plans of the TRSN and its service providers, from the perspective of the client.

POLICY 5.4, OPPORTUNITY TO PARTICIPATE IN CONTRACTING ACTIVITY
The QRT shall have the opportunity to participate in contracting activities of the TRSN that relate to system level quality concerns reported by the QRT. TRSN shall provide the QRT with advance notice of solicitation of any provider contracts or the renewal of those contracts, and with an opportunity to comment on the process or terms prior to solicitation or renewal.

POLICY 5.5, OPPORTUNITY TO MEET WITH THE MHD
The QRT shall have the opportunity to meet alone with the staff of the MHD, as needed, and at the request of either party. This opportunity includes, but is not limited to, meeting during the annual Integrated Review of TRSN. This shall not be used in place of attempts to resolve differences using agreed on procedures and resources.

SECTION SIX: ASSURANCES TO THE QRT

POLICY 6.1, ASSURANCE OF GOOD FAITH
The TRSN shall assure the QRT that its findings and reports will be received and considered in good faith by the TRSN and all of its contracted providers. The TRSN and its contracted providers will demonstrate how QRT findings, reports, and recommendations are analyzed, how decisions are made following such analysis activities, and how issues are addressed and incorporated into ongoing operations, including, but not limited to, contracting activities and other management decisions.

POLICY 6.2, ASSURANCE OF FUNCTIONAL INDEPENDENCE AND PROVISION OF SUPPORT
The TRSN shall assure the functional independence of the QRT, and the provision of all resources and supports needed to perform QRT duties. A functionally independent Quality Review Team (QRT) is one which can independently exercise its primary functions, consistent with the MHD definition. The primary functions of the QRT include the assessment of client satisfaction with services, the assessment of service quality based on input from clients, family members and allied providers, reporting the findings

of these assessments, making recommendations relating to service improvement, and monitoring the implementation of these recommendations.

Functional independence requires that the QRT must make its own decisions regarding:

- the scheduling of visits, surveys, and other information gathering activities and outreach
- the implementation of the QRT work plan, consistent with the MHD contract
- the conduct of QRT meetings
- the prioritization of which providers, services, or populations will be the subject of QRT information gathering and outreach
- the content and conduct of surveys and other information gathering activities and outreach
- the methods used to obtain information
- the content of reports made by the QRT
- the conclusions and recommendations made by the QRT
- follow-up activities directed at implementing recommendations
- what contact the QRT will have with the Ombuds, MHD, HCFA, RSN Governing or Advisory Board, and other entities
- the training of the QRT

To be functionally independent, the team must be supported adequately to meet the requirements of accomplishing its functions. This includes staff support and technical assistance from the RSN / PHP, orientation to the RSN / PHP Quality Management Plan, the RSN's demographics, and the RSN service system, support in obtaining the cooperation of subcontracted providers, reimbursement for travel costs and expenses in conformity with the rate established for TRSN/Wahkiakum County employees, brochures and other outreach materials, logistical and office support, and other support required in the state's Medicaid waiver and in contracts between the RSN and MHD. The QRT Coordinator shall work with TRSN staff to identify support needs and effective means of support that are congruent with TRSN administrative procedures.

The names and identifying information of individuals contacted by the QRT shall generally not be disclosed to TRSN, MHD, or providers, except with written consent by the client or as noted above in cases requiring rapid intervention to protect the client's or public's health and safety. All QRT files shall be kept separate from other RSN files in a locked file, with the QRT having sole access except as noted in section 4.10. Access to redacted records by RSN and MHD quality assurance will be allowed through a mutually agreed to process.

TRSN and Quality Review Team members shall work together to develop practices which implement this definition of functional independence.

POLICY 6.3, ASSURANCE OF COMPLIANCE WITH CONFIDENTIALITY
The TRSN and MHD, through its training, shall assure that the QRT is trained in the subject of confidentiality, that the members of the QRT sign oaths of confidentiality, and that the members of the QRT are in compliance with the requirements of confidentiality.

POLICY 6.4, ASSURANCE OF DRAFT DISTRIBUTION
The TRSN shall assure the QRT may draft articles for distribution by the MHD. As a courtesy QRT shall share drafts for review and comment by TRSN staff.

SECTION SEVEN: TEAM INDEPENDENCE AND PROTECTION

POLICY 7.1, QRT PROTECTION
TRSN affirms and shall endeavor to ensure that the QRT may fairly and independently perform its primary duties without threat, intimidation, or any other influence which might compromise or diminish that performance. This affirmation shall not preclude ongoing discussion about the team's own effectiveness, quality improvements, support needs, and working relationship with the rest of the TRSN system.

POLICY 7.2, QRT ACCESS
In the performance of its duties, the TRSN shall endeavor to ensure that the QRT has necessary and timely access to mental health clients and their families, and to the TRSN and its providers and service sites. QRT shall attempt to provide sufficient notice of their needs to accommodate provider, family, and client schedules.

SECTION EIGHT: TEAM COMMITMENT

POLICY 8.1, QRT TIME COMMITMENT
Volunteer members of the QRT shall monthly report their hours of work to the QRT Coordinator, who shall maintain a monthly record for the team and keep attendance and summary minutes at meetings. Minutes shall be considered a public record and exclude confidential material. Meetings may be conducted face to face or by telephone conferencing, at the discretion of the QRT. The Coordinator shall keep a monthly timesheet of team hours available for review.

POLICY 8.2, REQUESTS FOR QRT INTERVENTION
The QRT may receive and respond to requests from clients, TRSN staff, Quality Management Committee, or other sources, regarding their concerns or complaints about the public mental health system. Complaints shall be documented and, when found to represent a trend, reported to QMC and TRSN boards. QRT response may include a referral to and coordination with the Ombuds.

POLICY 8.3, ASSURANCE OF COORDINATION WITH OMBUDS
The QRT Coordinator shall assure the QRT meets with the TRSN Ombuds Service, formally and/or informally, on a regular basis as determined by the two parties. The TRSN Clinical Director shall be available to act as a resource to these meetings as requested by the QRT.

SECTION NINE: TEAM DELIBERATION AND DECISION- MAKING

POLICY 9.1, TEAM DELIBERATION
In the performance of its responsibilities, the QRT shall actively deliberate regarding the performance of these duties by telephone or at scheduled meetings. The QRT Coordinator shall

ensure that all QRT members have an opportunity for active and ongoing involvement in QRT decision making.

POLICY 9.2, TEAM DECISION-MAKING BY CONSENSUS OR MAJORITY VOTE
In the performance of its responsibilities, the QRT shall make all of its decisions, and take all of its actions, upon the complete consensus, or by majority vote, of its members. Members of the QRT who cast a minority vote shall support the decisions and actions voted by the majority.

POLICY 9.3 MINUTES OF TEAM DELIBERATION AND DECISION-MAKING
In the monthly performance of its duties, the QRT shall keep written minutes of its deliberations and decision-making. Such minutes shall include attendance, specific notations regarding motions, seconds to motions, and results of voting.

This Agreement is entered by and between Grays Harbor Regional Support Network (hereinafter referred to as "RSN"), a program responsible for the administration of publicly-funded mental health services and operated by Grays Harbor County (hereinafter referred to as "County"), a political subdivision of the State of Washington, and Theresa Mahar, an independent contractor (hereinafter referred to as "Agency.")

This Agreement is effective from October 1, 2015 through March 31, 2016.

1. GENERAL PROVISIONS

1.1. ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION.

1.1.1. Both parties agree to permit, upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Agency, and Comptroller General of the United States, to the extent authorized by applicable state or federal law, rule or regulation, access to review all records of Agency and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

1.1.2. Agency shall comply with all provisions as stated in EXHIBIT B (Business Associate Agreement) of this Agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

1.1.3. The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

1.1.4. Agency shall not use or disclose Personal Information in any manner that

would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. Agency agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

1.1.5. Agency shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees or agents use it solely for the purposes of accomplishing the services set forth in this Agreement and shall maintain a statement on file for each individual service provider or staff who has access to the mental health information system; statement shall be signed by the provider and attested to by a witness's signature, acknowledging that the provider understands and agrees to follow all regulations on confidentiality. Agency agrees not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and federal law.

1.1.6. The County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by Agency through this contract. Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by Agency, its officers, directors, employees or agents.

1.1.7. Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers,

employees or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

1.1.8. Any breach of the duties and obligations described herein above may result in termination of the contract and the demand for return of all personal information. Agency agrees to indemnify and hold harmless the County for any damages related to Agency's unauthorized use of Personal Information.

1.2. AGENCY CERTIFICATION REGARDING ETHICS.

1.2.1. By signing this Agreement, Agency certifies that Agency is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.

1.3. AMENDMENT.

1.3.1. This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only persons duly authorized to bind their respective party hereto shall sign an amendment to this Agreement.

1.4. ASSIGNMENT.

1.4.1. Except as otherwise provided herein, Agency shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the Washington State Department of Social and Health Services (DSHS) Contracts Administrator and the written assumption of Agency's obligations by the third party.

1.5. BILLING LIMITATIONS.

1.5.1. Unless otherwise specified in this Agreement, RSN shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

1.6. COMPLIANCE WITH APPLICABLE LAW.

1.6.1. At all times during the term of this Agreement, Agency 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:

1.6.1.1. All applicable Office of Insurance Commissioner's (OIC) statutes and regulations;

1.6.1.2. All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement. For services requiring licensure, Agency shall supply a copy of such license upon execution of this contract;

1.6.1.3. 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 DSHS, Department of Health and Human Service (DHHS), and the EPA;

1.6.1.4. All 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;

1.6.1.5. Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA);

1.6.1.6. Those specified in Title 18 RCW for professional licensing;

1.6.1.7. Reporting of abuse as required by RCW 26.44.030;

1.6.1.8. Industrial insurance coverage as required by Title 51 RCW; and

1.6.1.9. Any other requirements associated with the receipt of federal funds.

1.6.2. 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.

1.7. CONFLICT OF INTEREST.

1.7.1. The County may, by written notice to Agency:

1.7.1.1. Terminate the right of Agency to proceed under this contract for

actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential Agency in exchange for any official act or forbearance to act.

1.7.2. State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to, or instead of, the employee directly.

1.7.3. In the conduct of state or County business, DSHS and County employees are expected to comport themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with agencies and potential agencies.

1.7.4. In the event this contract is terminated as provided herein, the County shall be entitled to pursue the same remedies against Agency as it could pursue in the event of a breach of the contract by Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

1.8. CONSTRUCTION.

1.8.1. Nothing in this Agreement shall be construed as creating or conferring a cause of action under federal or state law that does not exist independent of this Agreement. An alleged violation of a federal or state law by the Department shall not give rise to a contractual cause of action by Agency.

1.9. DEBARMENT CERTIFICATION/EXCLUDED PROVIDERS.

1.9.1. Agency, by signature to this agreement, certifies that Agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any federal department or agency.

1.9.2. Agency shall not employ any person excluded from participation in federal health care programs under either 42 U.S.C. 1320a-7(1128 or

1128A Social security Act) or have an employee, Agency, or consultant who is significant or material to the provision of services under this Agreement who has been or is affiliated with someone who has been debarred, suspended or otherwise excluded by any federal agency.

1.9.3. Agency must comply with 42-USC §1396u-2 and must not knowingly have a director, officer, partner, or person with a beneficial ownership of more than 5% of Agency's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.

1.10. DECLARATION THAT INDIVIDUALS SERVED UNDER THE MEDICAID AND OTHER MENTAL HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS AGREEMENT.

1.10.1. Although RSN and Agency mutually recognize that services under this Agreement will be provided by Agency 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 RSN or Agency 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.

1.11. DISPUTE.

1.11.1. Except as otherwise provided in this Agreement, when a bona fide dispute arises between the County and Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Social Services Department for Grays Harbor County. Either party's request for a dispute hearing must:

1.11.1.1.1. be in writing;

1.11.1.1.2. state the disputed issues;

1.11.1.1.3. state the relative positions of the parties;

1.11.1.1.4. state Agency's name, and address;

1.11.1.1.5. Be mailed or delivered to the Public Health and Social Services Department, 2109 Sumner Avenue, Suite 200, Aberdeen, WA 98520, within 15 days after either party receives notice of the issue(s) which he/she now disputes.

The parties agree that this dispute process shall precede any judicial action.

1.11.2. Any question, difference, or controversy which may arise between the County and Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this Agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

1.12. DUPLICATIVE REPORTS AND DELIVERABLES.

1.12.1. 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 Agency may provide one report or deliverable that contains the information required by both Agreements.

1.13. EXTENT OF AGREEMENT.

1.13.1. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

1.14. FAIR HEARING PROCEDURE.

1.14.1. Agency will establish a system through which recipients of Agency services may present grievances about the operation of the services. Agency will advise recipients of the grievance procedure and Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an

applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

1.15. FINANCIAL REPORT REQUIREMENTS.

1.15.1. Agency shall, where applicable:

1.15.1.1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.

1.15.1.2. Provide access to financial records by independent auditors.

1.15.1.3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that Agency's Board of Directors has reviewed the audit and management letter.

1.15.2. For agencies not required to meet OMB A-133 Single Audit Requirements, Agency shall submit:

1.15.2.1. Annual financial audit, and

1.15.2.2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

1.16. FRAUD AND ABUSE.

1.16.1. 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.

1.16.2. 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.

1.16.3. Agency shall do the following to guard against Fraud and Abuse:

1.16.3.1. Create and maintain a mandatory compliance plan that includes provisions to educate staff of the false claim act and whistle blower protections.

1.16.3.2. Develop and maintain written policies, procedures, and standards of conduct that articulate Agency's commitment to comply with all applicable federal and State standards.

1.16.3.3. Designate a compliance officer and a compliance committee that is accountable to senior management;

1.16.3.4. Provide effective ongoing training and education for Agency staff.

1.16.3.5. Facilitate effective communication between the compliance officer, Agency employees, and RSN.

1.16.3.6. Enforce standards through well-publicized disciplinary guidelines.

1.16.3.7. Respond promptly to detected offenses and develop corrective action initiatives.

1.16.3.8. Agency staff shall report all incidents of abuse and fraudulent activities related to RSN funded services to the RSN Compliance Officer or the MHD Compliance Hotline at (888) 713-6010.

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

1.16.3.10. Substantiate Agency's statement of its organization's structure, tax status, capabilities, and performance.

1.16.3.11. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document Agency's invoices to RSN and all expenditures made by Agency to perform as required by this Agreement.

1.17. GOVERNING LAW AND VENUE.

1.17.1. The laws of the State of Washington govern this Agreement. In the event of a lawsuit by Agency against RSN involving this Agreement, venue shall be proper only in Grays Harbor County, Washington. In the event of a lawsuit by RSN against Agency involving this Agreement, venue shall be

proper only as provided in RCW 36.01.050.

1.18. INDEMNIFICATION.

1.18.1. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Agency's own risk. Agency shall defend, indemnify, and hold harmless Grays Harbor County and DSHS from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by Agency, its officers, employees, agents, or agencies. "County" as used in this Article means Grays Harbor County, its elected and appointed officials, its boards and other bodies, and its employees. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees. Agency agrees that all Agency indemnification obligations shall survive completion, expiration, or termination of this Agreement.

1.19. INDEPENDENT STATUS.

1.19.1. For purposes of this Agreement, Agency acknowledges that Agency is not an officer, employee, or agent of DSHS or the State of Washington. Agency shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of RSN, Grays Harbor County, DSHS or the State of Washington. Agency shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. Agency shall indemnify and hold harmless RSN from all obligations to pay or withhold federal or state taxes or contributions on behalf of Agency or Agency's employees.

1.20. INSPECTION.

1.20.1. 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.

1.21. INSURANCE.

1.21.1. Agency shall carry at its own expense the following insurance coverage to the extent described below:

1.21.1.1. Public Liability and Property Damage in a combined single limit of $1,000,000;

1.21.1.2. Director and Officers Errors and Omissions Insurance in the amount of $1,000,000;

1.21.1.3. Professional Liability in the amount of $1,500,000.

1.21.1.4. Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The County shall be carried as a named insured on each insurance policy required by this section.

1.21.1.5. Upon demand by the County, Agency shall provide a complete copy of all policies for insurance required by this contract. This requirement is supplementary to, but does not replace the requirement in this contract to provide the COUNTY with certificates of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect.

1.22. LAWSUITS.

1.22.1. Nothing in this Agreement shall be construed to mean that Agency, a County, RSN, 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.

1.23. MODIFICATION.

1.23.1. Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

1.24. NONDISCRIMINATION.

1.24.1. In the performance of this contract, Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. Agency shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era or Disabled Veteran status, or disability in:

1.24.1.1. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause;

1.24.1.2. Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.

1.24.2. Upon execution, Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.

1.25. NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

1.25.1. In the event of Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and Agency declared ineligible for further contracts with the County. Agency shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

1.26. ORDER OF PRECEDENCE.

1.26.1. 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:

1.26.1.1. Applicable federal and State of Washington statutes and regulations.

1.26.1.2. The General Terms & Conditions of this Agreement.

1.26.1.3. The Specific Terms & Conditions of this Agreement.

1.26.1.4. Any Exhibits attached or incorporated into this Agreement by reference.

1.27. OWNERSHIP OF MATERIAL.

1.27.1. Material created by Agency and paid for by RSN as a part of this Agreement shall be owned by RSN 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 Agency uses to perform this Agreement but is not created for or paid for by RSN is owned by Agency and is not "work made for hire"; however, RSN shall have a perpetual license to use this material for RSN internal purposes at no charge to RSN, provided that such license shall be limited to the extent which Agency has a right to grant such a license.

1.28. POLITICAL ACTIVITY PROHIBITED.

1.28.1. None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office or ballot proposition.

1.29. RECORDS RETENTION.

1.29.1. 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 year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six-year period, whichever is later.

1.29.2. Agency shall maintain records sufficient to:

1.29.2.1. 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;

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

1.29.2.3. Substantiate Agency's statement of its organization's structure, tax status, capabilities, and performance; and

1.29.2.4. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document Agency's invoices to the County and all expenditures made by Agency to perform as required by this Agreement.

1.29.3. Agency shall cooperate in all reviews, including but not limited to, surveys, and research conducted by the County, DSHS or other Washington State Departments.

1.29.4. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether Agency is 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.

1.30. RELATIONSHIP OF THE PARTIES.

1.30.1. The parties intend that an independent Agency relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of Agency are not entitled to any of the benefits the County provides for County employees. Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, or otherwise during the performance of this Agreement.

1.31. RESPONSIBILITY.

1.31.1. 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. RSN and Agency 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. RSN and Agency agree to notify the attorneys of record in any tort lawsuit where both are parties if either RSN or Agency 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.

1.32. SEVERABILITY.

1.32.1. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

1.32.2. If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

1.33. STANDARDS FOR FISCAL ACCOUNTABILITY.

1.33.1. Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Agency further agrees that the County shall have the right to monitor and audit the fiscal components of Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

1.33.2. Agency shall:

1.33.2.1. Provide accurate, current and complete disclosure of the financial status of this Agreement upon request by County;

1.33.2.2. Identify the source and application of funds for services supported by this Agreement in whole or in part;

1.33.2.3. Maintain internal controls that provide reasonable assurance that Agency is managing funds received through this Agreement in

compliance with laws, regulations, and the provisions of contracts or grant agreements.

1.34. STANDARDS FOR PROGRAM ACCOUNTABILITY.

1.34.1. Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.

1.35. SUBCONTRACTING PROHIBITED

1.35.1. Agency shall not subcontract work to be performed under this agreement.

1.36. TITLE TO PROPERTY.

1.36.1. Title to all property purchased or furnished by RSN for use by Agency during the term of this Agreement shall remain with RSN. Title to all property purchased or furnished by Agency for which Agency is entitled to reimbursement by RSN under this Agreement shall pass to and vest in RSN. Agency shall take reasonable steps to protect and maintain all RSN property in its possession against loss or damage and shall return RSN property to RSN upon Agreement termination or expiration, reasonable wear and tear excepted.

1.37. USE OF FEDERAL FUNDS.

1.37.1. Agency shall certify that no federal funds payable under this contract will be paid by or on the behalf of Agency, to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.38. WAIVER.

1.38.1. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this

Agreement unless amended as set forth in Section 1.3, "Amendment". Only the Agreements Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of RSN.

1.39. REMEDIAL ACTIONS.

1.39.1. The County may initiate remedial action if it is determined that any of the following situations exist:

1.39.1.1. A problem exists that negatively impacts individuals receiving services;

1.39.1.2. Agency has failed to perform any of the mental health services required in this Agreement;

1.39.1.3. Agency has failed to develop, produce, and/or deliver to the County any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;

1.39.1.4. Agency 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; or Agency has failed to implement corrective action required by the County within prescribed timeframes.

1.39.2. The County may impose any of the following remedial actions:

1.39.2.1. Require Agency to develop and execute a corrective action plan.

1.39.2.2. Corrective action plans developed by Agency must be submitted for approval to the County within 30 calendar days of notification.

1.39.3. Corrective action plans may require modification of any policies or procedures by Agency relating to the fulfillment of its obligations pursuant to this Agreement. The County may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

1.39.4. Corrective action plans must include:

1.39.4.1. A brief description of the situation requiring corrective action;

1.39.4.2. The specific actions to be taken to remedy the situation;

1.39.4.3. A timetable for completion of the actions; and

1.39.4.4. Identification of individuals responsible for implementation of the plan.

1.39.5. Corrective action plans are subject to approval by the County, which may:

1.39.5.1. Accept the plan as submitted;

1.39.5.2. Accept the plan with specified modifications;

1.39.5.3. Request a modified plan; or

1.39.5.4. Reject the plan.

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

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

1.39.5.7. Terminate for Default as described below.

1.40. AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT.

1.40.1. If Agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

1.41. SUSPENSION.

1.41.1. If Agency fails to comply with the terms of this Agreement, or whenever Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to Agency. The amount of any payments withheld during suspension will be related to the issue of non-compliance and related costs, unless as overpayments are otherwise specified in this Agreement. The suspension will remain in full force and effect until Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by Agency during the period of

suspension will be allowable under this Agreement except:

1.41.2. Reasonable, proper and otherwise allowable costs which Agency could not avoid, as approved by the County, during the period of suspension;

1.41.3. If upon investigation Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

1.42. TERMINATION FOR CAUSE.

1.42.1. If Agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1.42.1.1. The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to the substantially detrimental to the interest of the County;

1.42.1.2. Agency has failed to take satisfactory action as directed by the County within the time specified by the County;

1.42.1.3. Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

1.42.1.3.1. The County may terminate this Agreement in whole or in part and thereupon shall notify Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute Agency's duties under this Agreement.

1.43. TERMINATION FOR OTHER GROUNDS.

1.43.1. This Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;

1.43.2. The County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of a unilateral change made in the County's Agreement with the Washington State

Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

1.44. CLOSE-OUT.

1.44.1. Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1.44.1.1. Upon written request by Agency, the County shall make or arrange for prompt payment to Agency of allowable reimbursable costs not covered by previous payment;

1.44.1.2. Agency shall immediately refund to the County any unencumbered balance of funds paid to Agency that are budgeted but unspent for the program(s) terminated;

1.44.1.3. Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;

1.44.1.4. In the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to Agency after fully considering the recommendation on disallowable costs resulting from the final audit;

1.44.1.5. Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

1.45. SURVIVABILITY.

1.45.1. 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, and Termination for Default, Termination Procedure, and Title to Property.

1.46. TERMINATION DUE TO CHANGE IN FUNDING.

1.46.1. If the funds upon which RSN relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, RSN may terminate this Agreement by

providing at least five (5) business days' written notice to Agency. The termination shall be effective on the date specified in the notice of termination.

1.47. TERMINATION FOR CONVENIENCE.

1.47.1. RSN may terminate this Agreement in whole or in part for convenience by giving Agency at least thirty (30) calendar days' written notice. Agency may terminate this Agreement for convenience by giving RSN at least thirty (30) calendar days' written notice addressed to the RSN contact person (or to his or her successor) listed on the first page of this Agreement.

1.48. TERMINATION FOR DEFAULT.

1.48.1. The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to Agency, if RSN has a reasonable basis to believe that Agency has:

1.48.1.1. Failed to meet or maintain any requirement for contracting with RSN.

1.48.1.2. Failed to perform under any provision of this Agreement.

1.48.1.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement.

1.48.1.4. Otherwise breached any provision or condition of this Agreement.

1.48.2. Before the Contracts Administrator may terminate this Agreement for default, RSN shall provide Agency with written notice of Agency's noncompliance with the Agreement and provide Agency a reasonable opportunity to correct Agency's noncompliance. If Agency does not correct Agency's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the Agreement. The Contracts Administrator may terminate the Agreement for default without such written notice and without opportunity for correction if RSN has a reasonable basis to believe that a client's health or safety is in jeopardy.

1.48.3. Agency may terminate this Agreement for default, in whole or in part, by written notice to RSN, if Agency has a reasonable basis to believe that RSN has:

1.48.3.1. Failed to meet or maintain any requirement for contracting with

Agency;

1.48.3.2. Failed to perform under any provision of this Agreement;

1.48.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

1.48.3.4. Otherwise breached any provision or condition of this Agreement.

1.48.4. Before Agency may terminate this Agreement for default, Agency shall provide RSN with written notice of RSN's noncompliance with the Agreement and provide RSN a reasonable opportunity to correct RSN's noncompliance. If RSN does not correct RSN's noncompliance within the period of time specified in the written notice of noncompliance, Agency may then terminate the Agreement.

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

1.48.6. Agency shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

1.48.6.1. Agency shall promptly deliver to the RSN contact person (or to his or her successor) listed in this Agreement, all RSN assets (property) in Agency's possession, including any material created under this Agreement. Upon failure to return RSN property within ten (10) working days of this Agreement termination, Agency shall be charged with all reasonable costs of recovery, including transportation. Agency shall take reasonable steps to protect and preserve any property of RSN that is in the possession of Agency pending return to RSN.

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

1.48.8. If the Contracts Administrator terminates this Agreement for default, RSN may withhold a sum from the final payment to Agency that RSN determines is necessary to protect RSN against loss or additional liability.

RSN shall be entitled to all remedies available at law, in equity, or under this Agreement due to Agency's default. If it is later determined that Agency was not in default, or if Agency terminated this Agreement for default, Agency shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in Section 1.23 entitled "Lawsuits".

2. **PAYMENT PROVISIONS**

2.1. **CONSIDERATION:** As consideration for services, described in the Specific Provisions of this Agreement, the County agrees to pay the Agency a sum not to exceed $25,710. $18,540 for Ombuds Services and $7,170 for QRT facilitation.

2.1.1. QRT facilitation shall be paid at the rate of $74.68 per hour not to exceed 16 hours per month.

2.2. **GENERAL PAYMENT CONDITIONS:** The Agency agrees to the following standards in satisfactorily performing the terms and conditions of this Agreement:

2.2.1. Payments for services shall be made by the County in the amount of $3,090 per month for Ombuds services and $74.68 per hour not to exceed 16 hours per month for QRT facilitation;

2.2.2. No payment shall be made for any service rendered by the Agency which is not identified within the terms and conditions of this Agreement;

2.2.3. Payment for services will be made within 30 days after receipt of claims for reimbursement.

2.3. **BILLING PROCEDURES:**

2.3.1. The Agency shall submit written claims for services provided. All payments will be based on services previously provided unless otherwise approved in writing by the County.

2.3.2. The County agrees to make payment for services provided following receipt of the Agency's claim. Provided that claims are received by the Social Services Department no later than the fifth (5th) working day of each month after the end of the month during which the services were provided.

2.3.3. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:

2.3.3.1. the Agency fails to submit all required documentation and/or required reports or audits;

2.3.3.2. in the County's judgment, additional information is required to

substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this contract; or

2.3.3.3. If claims are inconsistent with the terms and conditions of this contract.

2.4. **REDUCTION IN FUNDING:** The County reserves the option to prospectively reduce the amount of this Agreement in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this Agreement do not become available for use in purchasing said services. The County agrees to promptly notify the Agency of any reduction in funding by state, federal, or other officials.

3. **SPECIFIC PROVISIONS**

3.1. It is the purpose of this agreement to fund Mental Health Ombuds Services in accordance with RCW 71.24 and WAC 388-865-0250 and applicable federal statute.

3.2. **REPORTING REQUIREMENTS:** The Agency shall submit such periodic reports as required by the County and RSN which shall include but not be limited to:

3.2.1. **Contract Performance Reports** – Ombuds Services -- The reports shall be submitted quarterly in a format approved by the RSN. Each report shall show the progress of all contract services in a form and manner prescribed by the County. Each report will provide a quantitative summary of services including:

3.2.1.1. Number and nature of telephone calls;

3.2.1.2. Areas of consumer concern;

3.2.1.3. Numbers of cases open and closed;

3.2.1.4. Age distribution of consumers served.

3.2.1.5. Program implementation;

3.2.1.6. Population(s) served, and

3.2.1.7. Progress toward meeting contract requirements.

3.3. The Ombuds shall participate with the RSN in the reporting of complaints and grievances according to the Grays Harbor RSN PIHP and SMHC Contracts.

4. **STATEMENT OF WORK**

4.1. The Ombuds must:

4.1.1. Comply with the requirements of any Exhibits to this contract;

4.1.2. Not have been employed by a mental health service provider in Grays Harbor County during the previous two years;

4.1.3. Have no fiduciary tie to any RSN contracted mental health service provider;

4.1.4. Satisfactorily pass, as determined by the RSN, a Washington State Patrol background check;

4.1.5. Successfully complete state required training within three months, or first available training date if not offered within the first three months, of assuming the Ombuds position; and

4.1.6. Be a consumer or past consumer of mental health services or a family member of a mental health services consumer or past consumer.

4.1.7. Be on site in Grays Harbor County as needed to attend community meetings, provide outreach, and meet with consumers and family members.

4.1.8. Obtain a 1-800 phone line and return calls within 24 hours.

4.2. Responsibilities of the Ombuds position include:

4.2.1. Attend, as needed, meetings between the Ombuds and the RSN Program Manager or designee to review the activities of the Ombuds program.

4.2.2. Meet with consumers, families, and collateral care providers of consumers of publicly-funded mental health services in the conduct of Ombuds services;

4.2.3. Work in collaboration with GHRSN contracted providers in resolving consumer generated complaints and grievances. Explain rights and responsibilities regarding publicly funded mental health services to community groups and mental health consumers.

4.2.4. Publicize the availability of the Ombuds service;

4.2.5. Make the Ombuds service readily available to consumers, family members and advocates for individual consumers of publicly-funded mental health services who have questions, concerns, complaints or grievances pertaining to the practice of mental health service providers or to the RSN;

4.2.6. Make special efforts to contact underserved populations including but not limited to ethnic minority communities, the elderly, and children's advocates to publicize the Ombuds service;

4.2.7. Assist in conflict resolution and use best efforts to resolve concerns, complaints and grievances at the lowest possible level;

4.2.8. With the affected consumer's consent offer to assist consumers to address complaints and resolve grievances, both with provider agencies and the RSN;

4.2.9. With the affected consumer's consent and participation, consult with those who are involved in the complaint or grievance, study and gather information on the situation, and whenever possible resolve differences in an informal manner;

4.2.10. Have no binding authority to make decision on complaints or grievances;

4.2.11. When an agreement cannot be reached, an aggrieved party can continue the process at a higher level, and may receive assistance from the Ombuds;

4.2.12. Contact consumers that have filed grievances, appeals or fair hearings to ensure that individuals are not retaliated against; and

4.2.13. Maintain confidentiality consistent with applicable WAC.

4.2.14. Provide a quarterly report of activities to the RSN.

4.3. The Ombuds may conduct announced or unannounced visits to BHR and Sea Mar mental health facilities in Grays Harbor County for the purpose of

4.3.1. attempting to expeditiously resolve consumer complaints and grievances;

4.3.2. Investigate consumer or stakeholder concerns around Medicaid enrollee rights.

4.4. The Ombuds shall use best efforts to minimize the impact of unannounced visits on staff and consumers.

5. **Contract Requirements: (Quality Review Team)**

5.1. Require all prospective applicants for QRT membership to complete an application. All applicants must be approved by the RSN prior to participating in QRT activities.

5.2. Facilitate monthly QRT meetings as necessary

5.3. Train new members

5.4. Prepare and submit quarterly reports of QRT activities to the RSN by the first day of each month.

5.5. Develop annual QRT plan and submit to the RSN within 60 days of execution of the contract.

5.6. Conduct up to an annual satisfaction survey as directed by the RSN.

5.7. Ensure that each QRT member receives annual training on confidentiality. Provide the RSN with documentation that the training has been completed

Business Associate Provisions

This Business Associate Agreement (the "Agreement") is made by and among Grays Harbor Regional Support Network, (herein referred to as "Covered Entity") and Sea Mar Behavioral Health - Aberdeen (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties".

WHEREAS, Covered Entity wishes to commence a business relationship with Business Associate that shall be memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 64) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5); and

WHEREAS, the nature of the prospective contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS.

Individual. "Individual" shall mean the person whose PHI is used or disclosed by the Business Associate, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402 and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.

Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, used disclosed or maintained by Business Associate from or on behalf of Covered Entity.

<u>Required By Law</u>. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

<u>Secretary</u>. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

<u>Unsecured Protected Health Information</u>. "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR §164.402.

2. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule. Business Associate must not use or disclose Protected Health Information, except as permitted under the Privacy Rule.

In performance of the functions, activities and services for, or on behalf of, Covered Entity, Business Associate shall be directly liable under the HIPAA Privacy Rule for uses and disclosures of Protected Health Information that are not in accordance with its Business Associate Agreement or the Privacy Rule

Business Associate may use or disclose Protected Health Information only as permitted or required by its Business Associate Agreement or as required by law.

Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by the Covered Entity.

Business Associate may disclose Protected Health Information when Business Associate believes in good faith that Covered Entity has engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services, or conditions provided by Covered Entity potentially endangers one of more patients, workers or the public, consistent with 42 C.F.R. §164.502(j)(1)(i), provided that the disclosure is made to (1) a health oversight agency or public health authority authorized by law to investigate or otherwise oversee the relevant conduct or conditions of the covered entity or to an appropriate health care accreditation organization for the purpose of reporting the allegation of failure to meet professional standards or misconduct by the covered entity, or (2) An attorney retained by or on behalf of the workforce member or business associate for the purpose of determining the legal options of the workforce member or Business Associate with regard to the conduct described in paragraph (j)(1)(i) of this section.

Business Associate shall disclose Protected Health Information used, disclosed and/or maintained by or on behalf of Covered Entity when requested by the Department of Health and Human Services (HHS) for a compliance investigation.

When an individual makes a request for an electronic copy of his/her Protected Health Information, Business Associate shall disclose Protected Health Information to Covered Entity or to the individual making the request, in an electronic format, in order to satisfy Covered Entity's obligations.

Business Associate must not sell Protected Health Information, except as otherwise permitted under the Privacy Rule.

Business Associate may use and disclose Protected Health Information, if necessary, for the proper management and administration of the Business Associate, or the carry out the legal responsibilities of the Business Associate, provided the use or disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed.

When using or disclosing Protected Health Information, or requesting Protected Health Information from Coverer Entity, Business Associate shall only use, disclose and/or request the "Minimum Necessary" information to perform the functions, activities and services of the Business Associate, in accordance with CFR §164.502(b).

Business Associate is permitted to use Protected Health Information provided by Covered Entity to perform the following functions, activities and/or services for, or on behalf of, Covered Entity: Providing independent Ombuds services and facilitation of the GHRSN Quality Review Team.

3. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and use appropriate safeguards to prevent the unauthorized use or disclosure of Protected Health Information.

Business Associate will ensure the confidentiality, integrity and availability of Protected Health Information that Business Associate Creates, receives, maintain or transmits, and also protect against reasonably anticipated hazards to the security and integrity of Protected Health Information.

Business Associate must conduct a risk assessment at reasonable intervals to assess the risks and vulnerabilities to Protected Health Information maintained by Business Associate.

Business Associate shall make available to Covered Entity, upon request, policies and procedures relative to the security and privacy of Protected Health Information, documentation or any Information Technology risk assessments conducted by Business Associate relative to the security of Protected Health Information, documentation of business continuity/disaster

recovery plans relative to the availability of Protected Health Information, or other documentation requested by Covered Entity to verify compliance with the Privacy Rule.

Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement

Business Associate shall promptly notify Covered Entity of a Breach of Unsecured PHI following the first day on which Business Associate (or Business Associate's employee, office or agent) knows of such Breach or following the first day on which Business Associate (or Business Associate's employee, office or agent) should have known of such Breach. Business Associate's notification to Covered Entity hereunder shall:

1.1.1. Be made to Covered Entity without unreasonable delay, and no later than 45 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;

1.1.2. Include the name of the individual whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and

1.1.3. Be in substantially the same form as <u>Breach of Unsecured PHI Notice Letter</u> attached hereto.

In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

Business Associate must enter into a Business Associate Agreement with any subcontractor that creates, receives, maintains or transmits Protected Health Information on the Business Associate's behalf. The Business Associate Agreement must meet all requirements specified by the HIPAA Final Rule.

Business Associate must terminate, or take steps to cure or end the violation and terminate if not successful, any Business Associate relationship if they know of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligations.

To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

To the extent applicable, Business Associate shall make any amendment(s) to Protected Health Information created by Business Associate and contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered

Entity or an Individual. Business Associate may deny a request to amend Protected Health Information not created by the Business Associate, unless the individual making the request provides a reasonable basis to believe that the originator of the Protected Health Information used, disclosed of maintained by Business Associate is no longer available to make requested amendments, Business Associate shall make the requested amendments.

Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her Protected Health Information pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

TERM AND TERMINATION.

Term. The Term of this Agreement shall be effective as of the date the Underlying Agreement is effective, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

1.1.4. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;

1.1.5. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

1.1.6. If neither termination nor cure is feasible, report the violation to the Secretary.

Effect of Termination.

1.1.7. Except as provided in paragraph C (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

1.1.8. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

1.1.9. Should Business Associate make a disclosure of PHI in violation of this Agreement, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

4. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

5. REMEDIES IN EVENT OF BREACH. Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that

were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

6. MODIFICATION. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

7. INTERPRETATION OF THIS CONTRACT IN RELATION TO OTHER CONTRACTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

8. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the Protected Health Information from Covered Entity, it becomes a holder of medical records information and is subject to the provisions of State law. If the HIPAA Privacy or Security Rules and the State Law conflict regarding the degree of protection provided for Protected Health Information, Business Associate shall comply with the more restrictive protection requirement.

9. MISCELLANEOUS.

Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Compliance Officer: GRAYS HARBOR REGIONAL SUPPORT NETWORK

Address: 2109 SUMNER AVE. SUITE 203

ABERDEEN WA 98520

Attention: MIKE MCINTOSH

Phone: (360) 500-4071

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: THERESA MAHAR

426 LEINUM CT.
CHENEY, WA 99004

Attention: THERESA MAHAR

Phone: 1-800-439-3064

BREACH OF UNSECURED PHI NOTICE LETTER

This notification is made pursuant to Section IIIF (3) of the Business Associate Agreement between:

- The Grays Harbor Regional Support Network (GHRSN), and
- Theresa Mahar____ (Business Associate).

Business Associate hereby notifies GHRSN that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used, disclosed and/or maintained under the terms of the Business Associate Agreement.

Description of the breach – Please attach a copy of the Breach Risk Assessment conducted to evaluate whether a "Breach" occurred:

____

Date of the breach: ______________________________

Date of the discovery of the breach: ______________________________

Number of individuals affected by the breach: ______________________________

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

____

____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

____

____

Contact information to ask questions or learn additional information:

Name: ______________________________

Title: ______________________________

Address: ______________________________

Email Address: ______________________________

Phone Number: ______________________________

EXHIBIT B: DATA SECURITY REQUIREMENTS

1. **Data Transport.** When transporting Confidential Information electronically, including via email, the data will be protected by:

   a. Transporting the data within the Agency's internal network, or;

   b. Encrypting any data that will be in transit outside the Agency's internal network. This includes transit over the public Internet.

2. **Protection of Data.** GHRSN and its contracted providers store data on one or more of the following media and protect the data as described:

   a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

   b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

   c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized Agency staff. Agency will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the Agency, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

g. **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized Agency staff. Agency will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the Agency and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

h. **Data storage on portable devices or media.**

(1) Neither DSHS nor GHRSN data shall be stored by the Agency on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:

(a) Encrypt the data with a key length of at least 128 bits

(b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock

automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically protect the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a secure area, portable devices and media with confidential DSHS data must be under the physical control of Agency staff with authorization to access the data.

(3) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

3. **Data Segregation**.

   a. GHRSN data must be segregated or otherwise distinguishable from non- GHRSN data. This is to ensure that when no longer needed by the Agency, all GHRSN data can be identified for return or destruction. It also aids in determining whether GHRSN data has or may have been compromised in the event of a security breach.

   b. GHRSN data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-GHRSN data. Or,

   c. GHRSN data will be stored in a logical container on electronic media, such as a partition or folder dedicated to GHRSN data. Or,

   d. GHRSN data will be stored in a database which will contain no non- GHRSN data. Or,

   e. GHRSN data will be stored within a database and will be distinguishable from non- GHRSN data by the value of a specific field or fields within database records. Or,

   f. When stored as physical paper documents, GHRSN data will be physically segregated from non- GHRSN data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate GHRSN data from non- GHRSN data, then both the GHRSN data and the non- GHRSN data with which it is commingled must be protected as described in this policy.

4. **Data Disposition.** When the contracted work has been completed or when no longer needed, data shall be returned to GHRSN or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

5. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of GHRSN shared data must be reported to the GHRSN Contact designated on the contract within one (1) business day of discovery.

6. **Data shared with Sub-contractors**. If GHRSN data provided under this contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the data security provisions within this contract and within any amendments, attachments, or exhibits within this contract. If the Agency cannot protect the data as articulated within this contract, then the contract with the sub-contractor must be submitted to the DSHS Contact specified for this contract for review and approval.