

RSN Transfer Protocol

- 1. **Purpose.** The purpose of this RSN Transfer Protocol is to establish an agreed-upon process by which individuals can be transferred from one RSN to another to ensure:
 - a. A seamless transition for the individual with no more than minimal interruption of services:
 - b. The individual receives care that better meets his or her needs.
 - c. The individual has the opportunity to be closer to family and/or other important natural supports.
 - d. The individual has access to Medicaid covered services.

- 2. **RSNs acknowledge and agree that:**
 - a. Other Services for purposes of the RSN Transfer Protocol include E&T or community inpatient admissions, residential services, Medicaid Personal Care, and state hospital psychiatric stays.
 - b. Medicaid Enrollees are entitled to Medicaid covered services in the community where they live.
 - c. Individuals who participate in mental health services have the right to freely move to the community of their choosing.
 - d. There are circumstances when an RSN (referring RSN) wishes to place an individual in another RSN's region (receiving RSN) to better meet the needs of that individual, or moving to another RSN's region would allow the individual to be closer to family and/or other important natural supports.
 - e. Some individuals require specialized, non-Medicaid services to meet their needs,
 - f. Due to the scarcity of specialized, non-Medicaid services, these may not be immediately available upon the request of the transferring individual.
 - g. The receiving RSN assumes immediate financial risk for crisis services and Medicaid covered services at the time of transfer.
 - h. The referring RSN will continue the financial responsibility for "specialized non-Medicaid services" provided to the individual for the duration of time as determined by the number of risk factors identified at the time of transfer.

Number of Risk Factors	Duration
One risk factor	6 months
Two risk factors	9 months
Three or more risk factors	12 months

- i. Risk Factors include the following:
 - Transfer is being requested due to availability of specialized non-Medicaid resource.
 - High inpatient utilization – two (2) or more inpatient admissions in the previous twelve (12) months, an inpatient stay in a community hospital for ninety (90) calendar days or more in the previous twelve (12) months, or discharge from a state hospital in the previous twelve (12) months.
 - History of felony assaults, Offender Re-entry Community Safety Program (ORCSP) eligibility, or multiple assaultive incidents during inpatient care (that may not have resulted in criminal charges but resulted in injuries).
 - Significant placement barriers - behavioral issues resulting in multiple placement failures, level 3 sex offender, arson history, dementia (the RSN would need to be involved even though HCS might be arranging placement), and co-morbid serious medical issues.
 - Other confounding clinical risk factors.
- j. After completion of the risk factor time frame, the receiving RSN will assume all financial responsibility for the individual.
- k. The referring RSN will retain the individual on their state hospital census until the individual is discharged. The referring RSN will accept on their census any individual placed in the receiving RSN who returns to the state hospital during the period of financial responsibility as defined above.
- l. This protocol is intended to ensure a seamless transition for individuals with no more than minimal interruption of services.

3. Uniform Transfer Agreement-Community Inter-RSN Transfer Protocol

- a. If a Medicaid enrollee re-locates to a region outside of their current RSN they are entitled to an intake assessment in the new region and are then provided all medically necessary mental health services required in the PIHP contract, based on the RSN's level of care guidelines and clinical assessment.
- b. Each RSN will establish a procedure to obtain information and records for continuity of care for enrollees transferring between RSNs.
- c. All Medicaid enrollees requesting a transfer will be offered an intake assessment and all medically necessary mental health services under the PIHP. The availability of Specialized Non-Medicaid Services cannot be the basis for determining if the enrollee is offered an intake for services in the desired community of their choice.
- d. ~~There are circumstances when moving between RSNs is necessary to better meet the needs of the individual, or moving to another RSN would allow the individual to be closer to family and/or other natural supports.~~
- e. The receiving RSN will provide assistance to the enrollee to update the enrollee's residence information for Medicaid Benefits.
- f. When an enrollee is re-locating and may benefit from specialized non-Medicaid services beyond medically necessary services required in the PIHP, the RSNs agree

to the following protocol:

- (1) The placement is to be facilitated by the joint efforts of both RSNs.
- (2) The referring RSN will provide all necessary clinical information along with the completed Inter-RSN transfer form.
- (3) The receiving RSN will acknowledge the request within 3 working days.
- (4) The receiving RSN will follow established procedures for prioritizing the referred enrollee and must offer an intake assessment to the enrollee for services Medicaid-covered services even if the specialized non-Medicaid services are not immediately available.
- (5) The placement may not be completed without written approval on the inter-RSN transfer form from both RSN administrators, and their designees.
- (6) The receiving RSN shall make a placement determination within 2 weeks of receiving all necessary information/documentation from the referring RSN. The enrollee and the referring RSN will receive information regarding the placement policy of the receiving RSN for the specialized non-Medicaid service.
- (7) Placement will only occur when the specialized non-Medicaid service becomes available. If the specialized non-Medicaid service is not available at the time of the intended transfer, the receiving RSN will notify the referring RSN and continue to provide timely updates until such time the specialized non-Medicaid service is available. The referring RSN will keep the individual and others involved in the individual's care informed about the status of the transfer.
- (8) Payment responsibility for individuals transferring between RSNs will be described in this protocol and specified on the inter-RSN transfer form.

4. Uniform Transfer Agreement - Eastern and Western State Hospital Inter-RSN Transfer Protocol

- a. This section describes the inter-RSN transfer process for individuals preparing for discharge from a state hospital, and who require specialized non-Medicaid resources.
- b. Generally, individuals are discharged back to the RSN in whose region they resided prior to their hospitalization (designated by the state hospitals as the "RSN of responsibility").
- c. For all individuals in a state hospital (regardless of risk factors) who intend to discharge to another RSN, an Inter-RSN transfer request is required and will be initiated by the RSN of responsibility (hereinafter referred to as the referring RSN).
- d. The financial benefits section at the state hospital will provide assistance to the enrollee to update the enrollee's residence information for Medicaid Benefits.
- e. The placement is to be facilitated through the joint efforts of the state hospital social



work staff and the RSN liaisons of both the Referring RSN and Receiving RSN.

- f. A Request for Inter-RSN Transfer form and relevant treatment and discharge information is to be supplied by the Referring RSN to the Receiving RSN via the liaisons.
- g. The Referring RSN will remain the primary contact for the state hospital social worker and the individual until the placement is completed.
- h. The Receiving RSN will supply the state hospital social worker with options for community placement at discharge.
- i. Other responsible agencies must be involved and approve the transfer plan and placement in the Receiving RSN when that agency's resources are obligated as part of the plan (e.g., DSHS Home and Community Services or Developmental Disabilities Administration).
- j. Should there be disagreement about the discharge and outpatient treatment plan, a conference will occur. Participants will include the individual, state hospital social worker or representative of the state hospital treatment team, liaisons, the mental health care provider from the referring RSN, and other responsible agencies.
- k. Once the discharge plan has been agreed upon, the Request for Inter-RSN transfer will be completed within two weeks. The Receiving RSN has two weeks to complete and return the form to the Referring RSN. This process binds both the Referring and Receiving RSNs to the payment obligations as detailed above.



**JOINT OPERATING AGREEMENT
BETWEEN
UNITEDHEALTHCARE MANAGED HEALTH CARE ORGANIZATION
AND
GREATER COLUMBIA BEHAVIORAL HEALTH REGIONAL SUPPORT NETWORK**

The Operational Agreement is between United Healthcare a managed health care organization contracted with the Washington State Health Care Authority to manage Healthy Options and Basic Health Plan (herein after referred to as the **Health Plan**) and Greater Columbia Behavioral Health Regional Support Network (RSN) contracted with Washington State Division of Behavioral Health and Recovery Services to manage a Prepaid Inpatient Health Plan (PIHP) (herein after referred to as the **RSN**) and serves Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Walla Walla, Whitman and Yakima counties.

I. PURPOSE

This Agreement delineates the roles and responsibilities of the **Health Plan** and the **RSN** related to the provision of mental health benefits for their enrollees who are insured under Washington State Medicaid Healthy Options contract and the Washington State Medicaid PIHP contract.

The Agreement also demonstrates a shared commitment by both the **Health Plan** and the **RSN** to coordinate care for persons who are involved in or require services from both systems of care.

II. BACKGROUND

A. Health Plan

The **Health Plan** provides managed health care services to eligible individuals insured under the Healthy Options and Basic Health Plan in Washington State.

B. RSN

The **RSN** provides Medicaid covered mental health services to eligible consumers in Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Walla Walla, Whitman and Yakima Counties in Washington State.

III. RESPONSIBILITIES AND ROLES

A. Sharing Protected Health Information

The parties agree that information shared under this Agreement is shared for the purpose of coordination of treatment and/or health care operations. The parties also agree not to use or disclose protected health information other than as permitted or required by this Agreement, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The parties shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e).

B. Referrals between the Health Plan and the RSN

While both the **Health Plan** and the **RSN** benefit plans cover medically necessary mental health services the scope of the benefits are distinct. The mental health benefit under the **Health Plan** is a limited benefit. The **RSN** mental health benefit has a broad scope and serves individuals with need for higher intensity and/or specialty mental health services. The Washington State Medicaid Program, Pre-paid Inpatient Health Plan (PIHP), requires enrollees to meet both medical necessity and Mental Health Access to Care Criteria to define member qualification for **RSN** mental health services.

Consumer choices, and/ or person centered care, are essential guiding principles of this Agreement. Therefore, enrollees covered under Healthy Options may approach either the **Health Plan** or the **RSN** network providers for mental health services.

Enrollees who choose to access the **Health Plan** may be referred to the **RSN** by the **Health Plan** providers if it appears that they may meet access to care criteria. Enrollees who choose to access a **RSN** network provider will be assessed and either authorized by the **RSN** into care or referred to the **Health Plan** based on PIHP criteria.

1. RSN Responsibility

- a. The **RSN** has the responsibility to provide a face-to-face assessment for any person enrolled in Medicaid who requests an intake to determine if the individual meets medical necessity and access to care criteria for **RSN** mental health services. The **RSN** shall accept a referral from the **Health Plan** for a face-to-face assessment when the **Health Plan** believes the individual may meet Access to Care criteria for the **RSN** mental health benefit.
- b. The **RSN** will authorize and serve any individual who meets medical necessity and the Access to Care Criteria and chooses to be served by the **RSN** contracted provider.
- c. The **RSN** will refer individuals to the **Health Plan** for mental health benefits when the individual does not meet Access to Care criteria or medical eligibility, or has graduated from **RSN** services and/or no longer meets Access to Care Criteria but still may meet medical necessity for the **Health Plan** mental health benefit.

2. Health Plan Responsibility

- a. The **Health Plan** has the responsibility to determine if their members meet medical necessity for their mental health benefit or if a referral to the **RSN** for an assessment is warranted. The **Health Plan** is also responsible to provide a mental health benefit for their Healthy Option members who present with medical necessity for mental health services and do not meet the **RSN** PIHP Access to Care Criteria.
- b. The **Health Plan** may refer individuals at any time to the **RSN** even if they have been served in the **Health Plan's** mental health benefit to determine if the individual meets Access to Care Criteria for **RSN** mental health benefits.

C. Coordination of Care and Care Transitions

The **RSN** and the **Health Plan** have responsibility to assure that enrollees who have multiple needs and make frequent use of the systems of care are provided with quality coordinated care. Specific attention shall also be paid to individuals with co-morbid physical and mental health conditions who are admitted to institutional care for either physical health or mental health conditions. The **RSN** and the **Health Plan** and their respective designees (e.g. care managers, contractors, provider networks) will collaborate on coordination of care for persons who are involved in or require services from both systems of care

1. **RSN** Responsibility

- a. The **RSN** shall participate in the Care Transitions Performance Improvement Plan pursuant to the requirements in the **RSN** contract with the Washington State Division of Behavioral Health and Recovery (DBHR).
- b. The **RSN** shall provide timely information related to psychiatric hospital admission and discharge for **Health Plan** Healthy Options members.
- c. The **RSN** and its designees will collaborate with **Health Plan** care coordination activities for individuals who are identified through the state PRISM system with high risk scores. During the first year of this Agreement the **RSN** will work with the **Health Plan** to develop procedures and/or protocols for their collaboration on care coordination for persons who are identified as high risk.

2. **Health Plan** Responsibility

- a. The **Health Plan** shall participate in the Care Transitions Performance Improvement Plan pursuant to the requirements in the Healthy Options contract with the Washington State Health Care Authority (HCA).
- b. The **Health Plan** shall provide timely information related to medical hospital admissions and discharge for **Health Plan** Healthy Options members receiving **RSN** PIHP services.
- c. The **Health Plan** and its designees will collaborate with **RSN** care coordination activities for individuals who are identified through the state PRISM system with high risk scores. During the first year of this Agreement the **Health Plan** will work with the **RSN** to develop procedures and/or protocols for their collaboration on care coordination for persons who are identified as high risk.

D. Communications

1. Contacts for the RSN:

Mailing/Physical Address:

Greater Columbia Behavioral Health Regional Support Network
 101 N Edison St
 Kennewick, WA 99336
Phone: (509) 735-8681 or 800-795-9296
Fax: (509) 783-4165

Department	Contact	Email
Director	Kenneth Roughton, Ph.D.	kenr@gcbh.org
Administration	Julie LaPierre, Office Manager	juliel@gcbh.org
Authorizations	Sindi Saunders, Authorization Center Staff	sindis@gcbh.org
	Melissa Morasch, Authorization Center Staff	melissam@gcbh.org
	Kris Brown, Authorization Center Staff	krisb@gcbh.org
	Jackie Davidson, Authorization Center Manager	jackied@gcbh.org
	Vonie Aeschliman, Authorization Center Manager	voniea@gcbh.org
Care Coordination and Care Management	Jackie Davidson, Children Care Coordinator	jackied@gcbh.org
	Vonie Aeschliman, Adult Care Coordinator	voniea@gcbh.org
Consumer Advocate	Cindy Adams, Customer Service & Consumer Advocate	cindya@gcbh.org
Contracts	Mary Garza, Contracts Coordinator	maryg@gcbh.org
Critical Incidents	Julie LaPierre, Office Manager	juliel@gcbh.org
Customer Service	Cindy Adams, Customer Service & Consumer Advocate	cindya@gcbh.org
Finance	Troy Wilson, CFO	troyw@gcbh.org
Information Systems	Ryan Angle, IS Manager	ryana@gcbh.org
Performance Improvement & Quality Management	Jamie Rundhaug, Ph.D., QM Manager	jamier@gcbh.org

2. Contacts for the Health Plan:

Mailing/Physical Address:

UnitedHealthcare Community Plan
 901 5th Ave Ste. 1500
 Seattle, WA 98164-2013
 Fax: (866) 832-6570

Department	Contact	Title	Email/Phone
Executive	Doug Bowes	Health Plan President	douglas_k_bowes@uhc.com (206) 749-4332
Clinical	Verni Jogaratnam	CMO	verni_jogaratnam@uhc.com (206) 749-4310
	Deborah Tanabe	Health Services Director	deborah_tanabe@uhc.com (206) 749-4308
	Robin Krause	Medical Director	robin_krause@uhc.com (206) 749-4329
	Bayley Raiz	Director Clinical Quality Improvement	bayley_raiz@uhc.com (206) 749-4353
	Adrian Anders	Clinical Analyst	adrian_anders@uhc.com (206) 749-4378
Pharmacy	John Pacey	Pharmacy Director	john_e_pacey@uhc.com (602) 255-8186
Finance	Mark Bryan	CFO	mark_k_bryan@uhc.com (206) 749-4355
Vendor Management	Allan Fisher	Assoc. Dir. Vendor Management	allan_fisher@uhc.com (206) 749-4313
Health Plan Operations	Rob Wilson	HPO	rob_wilson@uhc.com (206) 749-4324
Compliance	Valerie Martinolich	Assoc. Dir. Compliance	valerie_martinolich@uhc.com (206) 749-4306
	Jeni Gauthier	Compliance Analyst	jenifer_gauthier@uhc.com (206) 749-4377
Network	Jille Cadwell	Asoc. Dir. Network Strategy	jille_cadwell@uhc.com (206) 749-4307
Legal	Christina Palme-Krizak	Legal Counsel	christina_palme-krizak@uhc.com (651) 762-9389

IV. Hold Harmless

1. Regardless of any verbal statements made prior to or following signature on this Agreement, nothing in this Agreement is intended to establish a legally binding Agreement between the parties.
2. The parties of this Agreement will hold one another including their contractors, employees, interns and volunteers harmless for failure to perform any of the roles identified above, including termination of this Agreement with or without advance notice.
3. There shall be no remedy available to one party for failure to perform any role identified above by the other party, or a third party.

V. Dispute Resolution

1. All disputes occurring between the parties of this Agreement shall be resolved through informal negotiation between the parties of the Agreement. A guiding principle for resolving disputes is that resolution should be sought at the lowest level and only progress up the hierarchy when satisfactory resolution has not been achieved.
2. Failure to resolve disputes may result in termination of this Agreement.

VI. Term and Termination

1. The effective date of this Agreement will be upon the final signature of the parties to this Agreement and it shall remain in effect until it is terminated in accordance with the terms of this Agreement.
2. Any of the parties to this Agreement may withdraw and terminate their participation from this Agreement for any reason and at any time. Thirty (30) days written notice is preferred but not required. Such notice and other correspondence related to this Agreement should be sent to the contacts and addresses listed above.

VII. Amendment

This Agreement may be amended at any time by written Agreement and signature of all the parties.

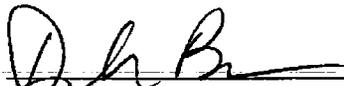
IN WITNESS WHEREOF, the parties hereto have caused this Joint Operating Agreement (JOA) to be executed by the dates and signatures herein under affixed. The persons signing this JOA on behalf of the parties represent that each has authority to execute the JOA on behalf of the party entering into this JOA.



Name: Ken Koughton, Ph.D.
Title: Director, GCBH RSN

11.29.12

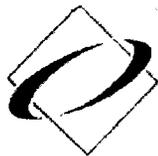
Date



Name: Doug Bowes
Title: Health Plan President

11-26-12

Date



**Greater
Columbia
Behavioral
Health**

**GREATER COLUMBIA
BEHAVIORAL HEALTH
AND
YAKIMA VALLEY FARM
WORKERS**

**PREPAID INPATIENT HEALTH
PLAN AGREEMENT**

GCBH Agreement Number

YVFWP15-00

New Agreement

Amendment No.

This Agreement is made and entered into by, and between Greater Columbia Behavioral Health, hereinafter referred to as "GCBH" and the service provider identified below, hereinafter referred to as the "Contractor".

RSN/PHP NAME

Greater Columbia Behavioral Health

RSN/PHP ADDRESS

101 N. Edison Street
Kennewick, WA 99336

RSN/PHP CONTACT NAME

Mary Garza

RSN/PHP CONTACT TELEPHONE

(509) 735-8681/1-800-795-9296

RSN/PHP CONTACT FAX

(509) 783-4165

RSN/PHP CONTACT E-MAIL

maryg@gcbh.org

CONTRACTOR NAME

Yakima Valley Farm Workers

CONTRACTOR CONTACT NAME

Janis Luvaas, Program Director

CONTRACTOR CONTACT ADDRESS

Yakima Valley Farm Workers
918 E Mead Ave
Yakima, WA 98903

CONTRACTOR CONTACT TELEPHONE

(509) 453-1344

CONTRACTOR CONTACT FAX

(509) 453-2209

CONTRACTOR CONTACT E-MAIL

janisl@yvfwc.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

No

CFDA NUMBERS (Federal Block Grant)

START DATE

July 01, 2015

END DATE

March 31,
2016

FUNDING

See Funding Schedule posted on the GCBH website www.gcbh.org

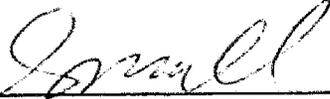
ATTACHMENTS: When the box(s) below are marked with an X, the following exhibits are attached to and incorporated into this Agreement by reference:

Exhibit(s): A: Access to Care Standards; B: Data Security Requirements; C: Washington State Children's Behavioral Health Principles; D: RSN Transfer Protocol

By their signatures on the attached signature page, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference.

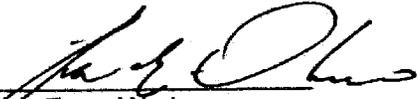
IN WITNESS WHEREOF, the parties below have executed this Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH



Chair, GCBH Board of Directors

CONTRACTOR



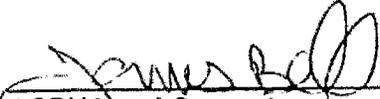
Yakima Valley Farm Workers

Approved as to Content:



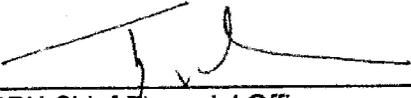
GCBH Director

Approved as to Form:



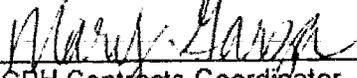
GCBH Legal Counsel

Fiscal Review:



GCBH Chief Financial Officer

Content and Form Prepared By:



GCBH Contracts Coordinator

PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Contractor to provide medically necessary mental health services to Enrollees. He Contractor shall provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate pursuant to:

- (1) CFR 42 CFR 438, or any successors and Federal 1915 (b) Mental Health Waiver, Medicaid (Title XIX) State plan or any successors.
- (2) Other provisions of Title XIX of the Social Security Act, or any successors.
- (3) RCW 70.02, 71.05, 71.24, and 71.34, or any successors.
- (4) WAC 388-865 or any successors.

This Agreement is in effect from July 01, 2015 through March 31, 2016.

1. DEFINITIONS

- a. **Action** means:
 - (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; or
 - (5) The failure of the Contractor to act within the timeframes provided in section 42 CFR 438.408(b).
- b. **Advance Directive** means written instructions such as, a living will or durable power of attorney, recognized under state law and relating to the provisions of health care if the individual is incapacitated.
- c. **Annual Revenue** means all revenue received by the Contractor pursuant to this Agreement for July of any year through June of the next year.
- d. **Appeal** means an oral or written request to GCBH by an Enrollee, or with the Enrollee's written permission, the Enrollee's Authorized Representative, for GCBH to review an Action as defined above. See also Expedited Appeal Process.
- e. **Appeal Process** means one of the processes included in the grievance system that allows an Enrollee to appeal an Action made by GCBH and communicated on a Notice of Action.
- f. **Authorized Representative** means any person acting on behalf of an Enrollee who:
 - In the case of a minor, the individual's parent or, if applicable, the individual's custodial parent;
 - The individual's legal guardian; or
 - The individual's representative if the individual gives written permission, this may include a mental health practitioner working on behalf of the individual.
- g. **Capitation Payment** means a payment GCBH makes monthly to the Contractor on behalf of each recipient enrolled under a Contract for the provision of mental health services under the

State Medicaid Plan. GCBH makes the payment regardless of whether the particular recipient receives the services during the period covered by the payment.

- h. **Child Study and Treatment Center (CSTC)** means the Department of Social and Health Services' child psychiatric hospital.
- i. **Children's Long Term Inpatient Programs ("CLIP")** means the State appointed authority for policy and clinical decision-making regarding admission to and discharge from Children's Long Term Inpatient Programs.
- j. **Community Mental Health Agency ("CMHA")** means a Community Mental Health Agency that is licensed by the State of Washington to provide mental health services and Subcontracted to provide services covered under this Agreement.
- k. **Comprehensive Assessment Reporting Evaluation (CARE)** means the tool used by DSHS Aging and Long-Term Support Administration case managers to document a client's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care.
- l. **Consumer** means a person who has applied for, is eligible for or who has received mental health services. For a child under the age of thirteen (13), or for a child age thirteen (13) or older whose parents or legal representatives are involved in the treatment plan, the definition of consumer includes parents or legal representatives.
- m. **Cultural Competence** means a set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- n. **Day** for purposes of this Agreement means calendar days unless otherwise indicated in this Agreement.
- o. **Delegation Plan** means either one document or an identified set of documents that show the Contractor's compliance with the Subcontracts section of this Agreement.
- p. **Deliverable** means items that are required for submission to GCBH to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
- q. **Denial** means the decision by GCBH, or their formal designee, not to authorize covered Medicaid mental health services that have been requested by a provider on behalf of an eligible Medicaid Enrollee. It is also a denial if an intake is not provided upon request by a Medicaid Enrollee.
- r. **Division of Behavioral Health and Recovery or DBHR** means the DSHS-designated State mental health authority to administer the state and Medicaid funded mental health programs

authorized by RCW chapters 71.05, 71.24, and 71.3.

- s. **Early Periodic Screening Diagnosis and Treatment (EPSDT)** means the Early Periodic Screening Diagnosis and Treatment program under Title XIX of the Social Security Act as amended for children who have not reached their 21st birthday.
- t. **Emergent Care** means services provided for a person, that, if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.
- u. **Emerging Best Practice or Promising Practice** means a practice that presents, based on preliminary information, potential for becoming a research-based or consensus-based practice.
- v. **Enrollee** means a Medicaid recipient who is enrolled in a Pre-paid Inpatient Health Plan.
- w. **Evaluation and Treatment (E&T)** means any facility which can provide directly, or by direct arrangement with other public or private agencies, emergency evaluation and treatment, outpatient care, and timely and appropriate inpatient care to persons suffering from a mental disorder, and which is certified as such by DSHS. A physically separate and separately operated portion of a state hospital may be designated as an E&T facility. A facility which is part of, or operated by, DSHS or any federal agency will not require certification. No correctional institution of facility, or jail, shall be an E&T facility within the meaning of RCW Chapter 71.05.020.
- x. **Evidence Based Practice (EBP)** means a program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.
- y. **Expedited Appeal Process** means a process that allows an Enrollee, in certain circumstances, to file an Appeal that will be reviewed by GCBH more quickly than a standard Appeal.
- z. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.
- aa. **Family means:**
 - (1) For adult Enrollees, those the Enrollee defines as family or those appointed/assigned (e.g., guardians, siblings, caregivers, and significant others) to the Enrollee.
 - (2) For children, a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by the department of social and health services, or a Federally Recognized Tribe.
- bb. **Greater Columbia Behavioral Health (GCBH)** means GCBH's officers, employees, and authorized agents. GCBH's service area includes the counties of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Walla Walla, Whitman and Yakima.
- cc. **Grievance** means an expression of dissatisfaction about any matter other than an Action. 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 (42 CFR 438.400(b)).

- dd. **Grievance System** means the processes through a PIHP in which an Individual applying for, eligible for, or receiving mental health services may express dissatisfaction about services. The Grievance System established by the Contractor shall meet the requirements of 42 CFR 438 Subpart F, and include:
- A Grievance process;
 - An Appeal process; and
 - Access to DSHS's administrative hearing (fair hearing) process.
- ee. **Institute for Mental Disease (IMD)** means, per P.L. 100-360, an institution for mental diseases as a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. An institution is an IMD if its overall character is that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases.
- ff. **Individual** means a person who applies for, is eligible for, or receives PIHP-authorized mental health services from an agency licensed by DSHS as a behavioral health agency. For purposes of accessing the Grievance System, the definition of Individual also includes the Individual's Authorized Representative if the Individual gives written permission or, in the case of a minor, the Individual's custodial parent or legal guardian.
- gg. **Involuntary Treatment Act (ITA)** means a court order that allows for individuals to be committed to a mental hospital or institution for a limited period of time. Involuntary civil commitments are meant to provide for the evaluation and treatment of individuals with a mental disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. An initial commitment may last up to 72 hours, but, if necessary, individuals can be committed for additional periods of 14, 90, and 180 calendar days (RCW 71.05.240 and 71.05.920).
- hh. **Large Rural Area** means areas with a population density of less than 20 people per square miles.
- ii. **Medicaid Funds** means funds provided by the Centers for Medicare and Medicaid (CMS) Authority under Title XIX of the Social Security Act.
- jj. **Medicaid Mental Health Benefits Booklet** means the state-produced mechanism to help Medicaid Enrollees understand the requirements and benefits of the Regional Support Network.
- kk. **Medical Necessity or Medically Necessary** means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all. Additionally, the individual must be determined to have a mental illness covered by Washington State for public mental health services. The individual's impairment(s) and corresponding need(s) must be the result of

a mental illness. The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness. The individual is expected to benefit from the intervention. The individual's unmet need cannot be more appropriately met by any other formal or informal system or support.

- ii. **Mental Health Care Provider ("MHCP")** means the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level in a related field or A.A. level with two (2) years experience in the mental health or related fields.
- mm. **Mental Health Professional** means:
- (1) A psychiatrist, psychologist, psychiatric nurse or social worker as defined in chapters 71.05 and 71.34 RCW.
 - (2) A person with a master's degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional.
 - (3) A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986.
 - (4) A person who had an approved waiver to perform the duties of a Mental Health Professional that was requested by the regional support network and granted by DSHS prior to July 1, 2001; or
 - (5) A person who has been granted a time-limited exception of the minimum requirements of a mental health professional by DBHR consistent with WAC 388-865-0265.
- nn. **Notice of Action** means a written notice GCBH provides to an Individual, and if applicable, the Individual's Authorized Representative, to communicate an Action.
- oo. **Post Stabilization Services** means covered services, related to an emergency medical condition that are provided after an Enrollee is stabilized in order to maintain the stabilized condition, or, under the circumstances described in 42 CFR §438.114(e) to improve or resolve the Enrollee's condition.
- pp. **Prepaid Inpatient Health Plan (PIHP)** means an entity that:
- Provides medical services to Enrollees under contract with the State agency, and on the basis of prepaid capitation payments, or other payment arrangements that do not use State plan payment rates;
 - Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its Enrollees; and
 - Does not have a comprehensive risk contract.
- qq. **ProviderOne** means the Department of Social and Health Services' Medicaid Management Information Payment Processing System.
- rr. **Publish** means an officially sanctioned document provided by DSHS and/or GCBH on DBHR and/or GCBH internet or intranet websites for downloading, reading, or printing. The Contractor

shall be notified in writing or by e-mail when a document meets these criteria.

- ss. **Quality Assurance** means a focus on compliance to minimum requirements (e.g. rules, regulations, and Contract terms) as well as reasonably expected levels of performance, quality, and practice.
- tt. **Quality Improvement** means a focus on activities to improve performance above minimum standards/reasonably expected levels of performance, quality, and practice.
- uu. **Quality Strategy** means an overarching system and/or process whereby quality assurance and quality improvement activities are incorporated and infused into all aspects of an organization's or system's operations.
- vv. **Receiving RSN** means the RSN into whose region the Referring RSN is pursuing the transfer.
- ww. **Recovery** means the process in which people are able to live, work, learn, and participate fully in their communities.
- xx. **Reduction** means the decision by GCBH, or their designee, to decrease a previously authorized covered Medicaid mental health service described in the Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to decrease or change a covered service in the Individualized Service Plan is not a reduction.
- yy. **Referring RSN** means the RSN in whose region the individual being transferred resided and/or from whom they received services prior to State hospital admission.
- zz. **Regional Support Network (RSN)** means a county authority or group of county authorities or other entity recognized by the Secretary to administer mental health services in a defined region.
- aaa. **Resilience** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- bbb. **Request for Service** means the point in time when services are sought or applied for through a telephone call, walk-in, or written request for services from an Enrollee or the person authorized to consent to treatment for that Enrollee. For purposes of this Agreement, an EPSDT referral is only a Request for Service when the Enrollee or the person authorized to consent to treatment for that Enrollee has confirmed that they are requesting service.
- ccc. **Routine Services** means services that are designed to alleviate symptoms, to stabilize, sustain and facilitate progress toward mental health. These services do not meet the definition of urgent or emergent care.
- ddd. **Rural Area** means areas with a population density of at least twenty (20) and less than five hundred (500) people per square mile.
- eee. **Service Area** means the geographic area covered by this Agreement for which the Contractor is responsible. The Contractor is responsible for the provision of services within the boundaries of Yakima County.

- fff. **Specialized Non-Medicaid Services** means, for purposes of the RSN Transfer Protocol, IMD admissions, residential placements and state hospital census.
- ggg. **Suspension** means the decision by GCBH, or their formal designee, to temporarily stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to temporarily stop or change a covered service in the Individualized Service Plan is not a suspension.
- hhh. **Termination** means the decision by GCBH, or their formal designee, to stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to stop or change a covered service in the Individualized Service Plan is not a termination.
- iii. **Urban Area** means areas that have a population density of at least five hundred (500) people per square mile.
- jjj. **Urgent Care** means a service to be provided to persons approaching a mental health crisis. If services are not received within twenty four (24) hours of the request, the person's situation is likely to deteriorate to the point that emergent care is necessary.
- kkk. **Wraparound with Intensive Services (WiSe)** means a program model that includes a range of service components that are individualized, intensive, coordinated, comprehensive and culturally competent and provided in the home and community. WiSe is for children, youth, and young adults up to age twenty one (21) who are experiencing mental health symptoms to a degree that is causing severe disruptions in the youth's behavior, interfering with their functioning in family, school or with peers that requires:
 - The involvement of the mental health system and other youth, young adult and child-serving systems and supports;
 - Intensive care collaboration; and
 - Ongoing intervention to stabilize the child, youth, young adult and family in order to prevent a more restrictive or institutional placement.

2. PROVIDER CREDENTIALING

- a. The Contractor shall hold all necessary licenses, certifications and/or permits as required by law for the performance of the activity to be performed under this Agreement. The Contractor shall notify GCBH in the event of a change in status of any required license or certification.
- b. The Contractor shall have written policies that require monitoring of provider credentials. The Contractor shall only use CMHAs that are licensed and/or certified by the State. Clubhouses must meet all credentialing requirements put in place by the State.
- c. The Contractor shall maintain documentation that all MHCPs are currently licensed in the State of Washington.
- d. The Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

3. EXCLUDED PROVIDERS

- a. The Contractor shall not contract with any subcontractors that are excluded or disqualified from participating in Federal Assistance Programs. The Contractor must verify that the agency they intend to Contract with is not excluded or disqualified. This may be accomplished by any of these options:
 - Checking 5 % Exclusions; or
 - Collecting a self-attestation form from the subcontractor; or
 - Adding a clause or condition to the covered transaction with that person.
- b. The Contractor must participate in enhanced screening activities performed by DSHS as required under CFR 455.450.
- c. The Contractor is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 42 CFR 455.106, and 42 CFR 1001.1901(b)). The Contractor shall:
 - (1) Monitor for excluded individuals and entities by:
 - Screening Contractor employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Agreement.
 - Provide information to GCBH, via the transactions designated by the GCBH Data Dictionary, concerning newly added Contractor employees, subcontractors and County Commissioners, as required by GCBH policy OIG and Federal Exclusion Check Requirements as amended, revised and/or replaced. GCBH policies are available on the GCBH website: www.gcbh.org.
- d. The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities.
- e. If GCBH notifies the Contractor that an individual or entity is excluded from participation, the Contractor shall immediately terminate all beneficial, employment, contractual, and control relationships with the excluded individual or entity (WAC 388-502-0030). The list of excluded individuals will be found at: <http://www.oig.hhs.gov/fraud/exclusions.asp>.
- f. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees. (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2). SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm).
- g. 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)).

4. PHYSICIAN INCENTIVE PLANS

The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not contract with any Subcontractor operating such a plan.

5. TRAINING

- a. The Contractor shall participate in trainings, meetings and/or conferences when requested by GCBH and/or DSHS.
- b. The Contractor must participate in GCBH and/or DSHS offered training on the implementation of Evidence-Based Practices and Promising Practices. Requests for GCBH and/or DSHS to allow an exception to participation in required training must be in writing and include a plan for how the required information will be provided to targeted Contractor staff.

6. INCIDENT REPORTING

- a. The Contractor must maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policies must address the Contractor's oversight and review of the requirements in this section.
- b. The Contractor must report and follow-up on all incidents involving Enrollees, listed below.
- c. The Contractor must provide initial notification and any follow up to the GCBH Incident Manager. Contractor may use the standardized form found in the GCBH Incident Report policy. Reports shall contain, at a minimum, the following:
 - A description of the incident;
 - The date and time of the incident;
 - Incident location;
 - Incident type;
 - Names and ages, if known, of all individuals involved in the incident;
 - The nature of each individual's involvement in the incident;
 - The service history with the Contractor, if any, of individuals involved;
 - Steps taken by the Contractor to minimize harm; and
 - Any legally required notifications made by the Contractor.
- d. The Contractor must report and follow-up on the following incidents. In addition, the Contractor shall use professional judgment in reporting incidents not listed herein:
 - (1) Category One Incidents: the Contractor must report and also notify the DBHR Incident Manager by telephone or email immediately upon becoming aware of the occurrence of any of the following Category One incidents involving any individual that was served within 365 calendar days of the incident.
 - (A) Death or serious injury of patients, clients, staff, or public citizens at a DSHS facility or a facility that DSHS licenses, contracts with, or certifies.
 - (B) Unauthorized leave of a mentally ill offender or a sexual violent offender from a mental health facility or a Secure Community Transition Facility. This includes Evaluation and Treatment centers (E&T) Crises Stabilization Units (CSU) and Triage Facilities that accept involuntary clients.
 - (C) Any violent act to include rape or sexual assault, as defined in RCW 71.05.020

- and RCW 9.94A.030, or any homicide or attempted homicide committed by a client.
- (D) Any event involving an individual or staff that has attracted media attention.
- (2) Category Two Incidents: the Contractor must report within one (1) working day of becoming aware that any of the following Category Two Incidents has occurred, involving an Enrollee:
- (A) Alleged client abuse or client neglect of a serious or emergent nature by an employee, volunteer, licensee, Contractor, or another client.
- (B) A substantial threat to facility operation or client safety resulting from a natural disaster (to include earthquake, volcanic eruption, tsunami, fire, flood, an outbreak of communicable disease, etc.).
- (C) Any breach or loss of client data in any form that is considered as reportable in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and that would allow for the unauthorized use of client personal information. In addition to the standard elements of an incident report, RSNs will document and/or attach: 1) the Police report, 2) any equipment that was lost, and 3) specifics of the client information.
- (D) Any allegation of financial exploitation as defined in RCW 74.34.020.
- (E) Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and/or certifies.
- (F) Any event involving a client or staff, likely to attract media attention in the professional judgment of the Contractor.
- (G) Any event involving: a credible threat towards a staff member that occurs at a DSHS facility, a facility that DSHS licenses, contracts with, or certifies; or a similar event that occurs within the community. A credible threat towards staff is defined as "A communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member's family, which resulted in a report to Law Enforcement, a Restraining/Protection order, or a workplace safety/personal protection plan."
- (H) Any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor.
- (I) A life safety event that requires an evacuation or that is a substantial disruption to the facility.
- e. Comprehensive Review: GCBH may require the Contractor to initiate a comprehensive review of any incident.
- (1) If the Contractor does not respond according to the timeframe in GCBH's request, GCBH may obtain information directly from any involved party and request their assistance in the investigation.
- (2) GCBH may request medication management information.
- (3) GCBH may also review or may require the Contractor to review incidents that involve clients who have received services from the Contractor more than 365 calendar days prior to the incident.
- f. Incident Review and Follow-up: the Contractor will review and follow-up on all incidents reported. The Contractor will provide sufficient information, review, and follow-up to take the process and report to its completion. An incident will not be categorized as complete until the following information is provided:

- (1) A summary of any incident debriefings or review process dispositions;
- (2) Whether the person is in custody (jail), in the hospital, or in the community, and if in the community whether the person is receiving services. If the client cannot be located, the Contractor will document in the Incident reporting system the steps that the Contractor took to attempt to locate the client by using available local resources;
- (3) Documentation of whether the client is receiving or not receiving mental health services from the Contractor at the time the incident is being closed;
- (4) In the case of a death of the client, the Contractor must provide either a telephonic verification from an official source or via a death certificate;
- (5) In the case of a telephonic verification, the Contractor will document the date of the contact and both the name and official duty title of the person verifying the information; and
- (6) If this information is unavailable, the attempt to retrieve it will be documented.

g. GCBH may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

7. ENROLLMENT

Enrollees of all ages who reside within the Contractor's service area who are enrolled in any of the programs included in the Federal 1915 (b) Mental Health Waiver are covered by this Agreement.

8. DELEGATION

- a. A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor shall monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis.
- (1) Prior to any new delegation of any contracted responsibility or authority described in this Agreement through a Subcontract or other legal Agreement, the Contractor shall use a delegation plan.
 - (2) The Contractor shall only contract with licensed service providers for the provision of direct services per RCW 71.24.045 and WAC 388-865-0284.
 - (3) The Contractor shall maintain and make available to GCBH, DSHS and its EQRO Contractors all delegation plans, for currently in place Subcontractors. The delegation plan must include the following:
 - i. An evaluation of the prospective Subcontractor's ability to perform delegated activities.
 - ii. A detailed description of the proposed subcontracting arrangements, including (1) name, address, and telephone number of the Subcontractor(s), (2) specific contracted services, (3) compensation arrangement, and (4) monitoring plan.
 - iii. The required Subcontract language that specifies the activities and responsibilities delegated and provides for revoking delegation or imposing other sanctions if the Subcontractor's performance is not adequate.
- b. Subcontract Submission:
- (1) Within 30 days of execution of a Subcontract to perform any function under this Agreement, the Contractor shall submit copies of the Subcontracts to GCBH.
 - When substantially similar Agreements are executed with multiple Subcontractors an example Agreement may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all

Subcontractors for each Agreement and the period of performance must also be submitted.

9. INFORMATION REQUIREMENTS

- a. Enrollee Information: The Contractor must provide information to Enrollees that complies with the requirements of 42 CFR 438.100, 438.10 and 438.6(i)(3).
- (1) The Contractor and its subcontractors shall maintain written policy and procedures addressing all information requirements, and shall:
- i. Use the Washington Medicaid Mental Health Benefit Booklet published by DSHS and the GCBH Benefit Handbook published by GCBH as the mechanisms by which Enrollees are notified of their benefits, rights, and responsibilities.
 - ii. Offer every Enrollee at the time of an intake evaluation the Washington Medicaid Mental Health Benefit Booklet published by DSHS and the GCBH Benefit Handbook published by GCBH. The Washington Medicaid Mental Health Benefit Booklet can be downloaded from: <http://dshs.wa.gov/dbhr/mhmedicaidbenefit.shtm>. The GCBH Benefit Handbook can be downloaded from: <http://www.gcbh.org>.
 - iii. Provide to GCBH the information necessary to update the Medicaid Mental Health Benefits Booklet and the GCBH Benefit Handbook within 14 days of any changes that are made to any Contractor or Subcontractor(s) content contained in the booklets.
 - iv. Provide interpreter services for Enrollees who speak a primary language other than English for all interactions between the Enrollee and the Contractor and/or Subcontractor(s) including, but not limited to, customer service, all appointments for any covered service, crisis services, and all steps necessary to file a Grievance or Appeal.
 - v. Provide written translations of generally available materials including, at a minimum, applications for services, consent forms, Notice of Action in each of the DSHS prevalent languages that are spoken by five percent (5%) or more of the population of the State of Washington based on the most recent US census. DSHS has determined based on this criteria that Spanish is the currently required language.
 - vi. Materials may be provided in English if the Enrollee's primary language is other than English but the Enrollee can understand English and is willing to receive the materials in English. The Enrollee's consent to receiving information and materials in English must be documented in the client record.
 - vii. For Enrollees whose primary language is not translated, the requirement may be met by providing the information through audio or video recording in the Enrollee's primary language, having an interpreter read the materials in the Enrollee's primary language or providing materials in an alternative format that is acceptable to the Enrollee. If one of these methods is used it must be documented in the client record.
 - viii. Ensure that Mental Health Professionals and MHCPs have an effective mechanism to communicate with Enrollees with sensory impairments.
 - ix. Post a multilingual notice in English and in each of the DSHS prevalent languages, which advises consumers that information is available in other languages and how to access this information. The DSHS prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese.
 - xi. Post an English copy as well as 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.

- xii. Maintain a log of all Enrollee requests for interpreter services, or translated written material and provide copies of the logs to GCBH upon request.

b. **Customer Service:**

- (1) The Contractor shall provide customer service that is customer-friendly, flexible, proactive, and responsive to consumers, families, and stakeholders. The Contractor shall provide a toll free number for customer service inquiries. A local telephone number may also be provided for Enrollees within the local calling area.
- (2) At a minimum, Customer Service staff shall:
 - i. Promptly answer telephone calls from consumers, family members and stakeholders from 8 a.m. until 5:00 p.m. Monday through Friday, holidays excluded.
 - ii. Respond to consumers, family members and stakeholders in a manner that resolves their inquiry. Staff must have the capacity to respond to those with limited English proficiency or hearing loss.
 - iii. Customer service staff must be trained to distinguish between a benefit inquiry, third party insurance issue, Appeal or Grievance and how to route these to the appropriate party.

c. The Contractor shall participate in and cooperate with DSHS efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. (42 CFR 438.206(c)(2)). At a minimum the Contractor and its subcontractors shall:

- (1) Offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each Enrollee with limited English proficiency at all points of contact, in a timely manner during all hours of operation. (CLAS Standard 4);
- (2) Offer language assistance to Enrollees who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);
- (3) Inform all Enrollees of the availability of language assistance services clearly and in their preferred language, verbally and in writing. (CLAS Standard 6);
- (4) Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);
- (5) Provide easy-to-understand print, and multimedia materials, and signage in the languages commonly used by the populations in the service area, presented in an easily understood format. (CLAS 8);
- (6) Establish culturally and linguistically appropriate goals. (CLAS Standard 9);
- (7) Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities. (CLAS Standard 10);
- (8) Collect and maintain accurate and reliable demographic data to monitor and evaluate the

- impact of CLAS on health equity and outcomes and to inform service delivery. (CLAS 11); and
- (9) Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS 14).
 - (10) No later January 20, 2016, for the period of July 1, 2015, through December 31, 2015, the Contractor shall provide GCBH with an annual report evidencing its compliance with each CLAS standard.
- d. The Contractor shall provide upon the Enrollee's request:
- (1) Information to on the names, locations, telephone numbers of, and non-English service providers in the service area; including providers that are not accepting new Enrollees.
 - (2) Identification of individual MHCPs who are not accepting new Enrollees.
 - (3) CMHA licensure, certification and accreditation status.
 - (4) Information that includes but is not limited to, education, licensure, registration, and Board certification and/or-certification of Mental Health Professionals and MHCPs.

10. PAYMENT

- a. Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public mental health system.
- b. Cost sharing and premium charges are not allowed under this contract.
- c. GCBH shall make no payment to a provider other than the Contractor for services available under this contract, except when specifically provided for in XIX of the Act, in CFR 42.
- d. DSHS may suspend some or all payments to the Contractor when there is a pending investigation of a credible allegation of fraud against the Contractor. (1903.(i) (2) (C))
- e. The Contractor shall be paid monthly using a payment methodology developed by the Counties using Medicaid client counts and/or service hours provided to Medicaid Enrollees. Each Contractor's percentage of the total number of Medicaid clients served and/or service hours provided to Medicaid Enrollees the previous month will be used to calculate the payment amount from the available PIHP funding as compensation for all covered services provided to Medicaid Enrollees for each month. For purposes of this Agreement, available PIHP funding is defined as the amount of PIHP funding distributed to Benton and Franklin Counties each month from GCBH less reasonable setaside funding which includes, but is not limited to, county administration costs, crisis services provided to Medicaid Enrollees, special projects serving Medicaid Enrollees, and other direct service and support costs incurred in the support of services for Medicaid Enrollees. PIHP funding may only be used for covered services provided to Medicaid Enrollees. Covered services are defined in this Agreement and in the State Plan. The Funding Schedule, as amended, revised and/or replaced, is available on the GCBH website: www.gcbh.org.
- f. During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall provide mental health services in accordance with this Agreement through the end of the month for which it has received a capitation payment.

- h. If the Contractor terminates this Agreement or will not be entering into any subsequent Agreements, GCBH will require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with and approved by GCBH. Funds will be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must give notice at least 90 days prior to the end of the Agreement if a decision is made not to enter into a subsequent Agreement. Any funds not spent for the provision of services under this Agreement shall be returned to GCBH within 60 days of the last day this Agreement is in effect.
- i. GCBH shall reimburse the Contractor and any crisis service provider accessed by Enrollees while the Enrollee is in or out of the State within 60 calendar days from the date the bill is received by GCBH.
- j. If Federal Financial Participation (FFP) is recouped GCBH, the Contractor must reimburse the amount recouped to GCBH within 30 days of notification by GCBH.
- k. Rates for July 1, 2015 through March 31, 2016 - Following the end of the annual legislative session, GCBH will offer a revised Funding Schedule posted to the GCBH website: www.gcbh.org with the proposed capitation payment for the next Fiscal Year. If for any reason the Contractor does not agree to continue to provide services using the proposed funds, the Contractor must provide comply with the Termination Notice Requirements Section of the Agreement.
- l. During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall be responsible to provide all mental health services through the end of the month for which it has received a capitation payment.
- m. Each capitation payment will be reduced by the amount paid by GCBH on behalf of the Contractor 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, GCBH will withhold the amount in question from the final payment until the dispute is resolved.
- n. GCBH will withhold 50 percent of the final payment under this Agreement until all final reports and data are received and accepted by GCBH, and until all pending corrective actions, penalties, or unpaid assessments are satisfied.
- o. The Contractor is shall limit Administration costs to no more than 15 percent of the annual revenue provided under this Agreement. Administration Costs shall be measured on a fiscal year basis and based on the information reported in the Financial Reports and reviewed by the Counties and GCBH.
- p. Financial Reporting and Certification: Financial Reports and Certifications are due within 30 days of the second quarter end (December and June of each year). Only one report is due within this Agreement period, and shall be submitted to GCBH with accompanying certification, by January

30, 2016. The Contractor shall submit the following components in a single form provided by GCBH:

- (1) The PIHP Revenue and Expenditure, report in compliance with the BARS Supplemental for Mental Health Services promulgated by the Washington State Auditor's Office and the Revenue and Expenditure Report Instructions published by GCBH. Contractor must maintain fiscal records that clearly separate revenue received from GCBH (i.e Medicaid, State, MHBG, Jail, etc.).
- (2) The amounts paid, if any, to Federally Qualified Health Centers for services.
- (3) Any revenue collected by Subcontractors for services provided under this Agreement. This includes revenue collected from Medicare, insurance companies, co-payments, and other sources. The Contractor must certify that a process is in place to demonstrate that all third party revenue resources for services provided under this Agreement are identified, pursued, and recorded by the Subcontractor, in accordance with Medicaid being the payer of last resort.
- (4) In addition, the Contractor shall submit a single financial certification form, provided by GCBH, indicating that financial information reported on Revenue and Expenditure documents are true and correct to the best of their knowledge per instructions provided by GCBH.
- (5) If the Contractor is unable to provide valid certifications or if GCBH finds discrepancies in the Revenue and Expenditure Report, GCBH may initiate remedial action. Remedial action may include recoupment from funds disbursed during the current or successive Agreement period. Recoupment shall occur within 90 days of the close of the State fiscal year or with 90 days of GCBH's receipt of the certification, whichever is later.
- (6) GCBH reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data at any time.
- (7) The Contractor and all Subcontractors must have an independent annual financial audit completed within 275 days of the Contractor's fiscal year end. This audit must be performed by either the Washington State Auditor's Office or an independent accounting firm licensed to perform such audits. A copy of the completed audit report and management letter must be submitted to GCBH within thirty (30) days of the reports issuance. Failure for the Contractor or its Subcontractors to comply with this term may result in corrective action, the withholding of payment and/or termination in accordance with the terms of this Agreement.

11. COST ALLOCATION PLAN

- a. Within sixty (60) days following execution of this Agreement, the Contractor shall submit to the Counties and GCBH a copy of its Cost Allocation Plan describing the methodology the Contractor uses to allocate costs to the public mental health system for reporting purposes under this Agreement.

12. ACCESS TO CARE

- a. The Contractor shall ensure services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.
- b. Services shall be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-

service Medicaid, as set forth in §440.230.

- c. The Contractor may place appropriate limits on a service for the purpose of utilization control, provided the services furnished can reasonably be expected to be sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. CFR438.210(3)(iii)(B).
- d. The Contractor shall not deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness or condition.
- e. The Contractor shall not discriminate against difficult-to-serve Enrollees. Examples include a refusal to treat an Enrollee because the Enrollee is deemed too dangerous, because housing is not available in the community, or that a particular type of residential placement is not currently available.
- f. The Contractor may refuse to provide, reimburse for, or provide coverage of certain services based on moral or religious grounds.
 - (1) If the Contractor chooses to refuse any services or coverages on moral or religious grounds it must provide a list of those services to Enrollees.
 - (2) If the Contractor establishes any new policy regarding a moral or religious objection to any service or coverage it must notify GCBH 30 days prior to enacting the policy and all of its Enrollees within 90 days of adopting of enacting the policy. Any policy not expressly conveyed to GCBH prior to the start date of this contract shall be classified as "new".
- g. If the Contractor is unable to provide the services covered under this Agreement, the services must be purchased within twenty eight (28) calendar days for an Enrollee with an identified need. The Contractor shall continue to pay for medically necessary mental health services outside the service area until the Contractor is able to provide them within its service area.
- h. At a minimum the Contractor shall:
 - (1) Offer an intake evaluation by a MHP within ten (10) business days of an Enrollee request.
 - (2) Maintain the ability to provide an intake evaluation at an Enrollee's residence, including adult family homes, assisted living facilities or skilled nursing facilities, including to persons discharged from a state hospital or evaluation & treatment facilities to such placements when the Enrollee requires an offsite service due to medical needs.
 - (3) Provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate consistent with the Medicaid state plan and the Federal 1915 (b) Mental Health Waiver.
 - (4) Maintain the ability to provide services to Enrollees in their residence, including adult family homes, assisted living facilities and skilled nursing facilities when required due to medical needs.
- i. Changes in capacity: A significant change in capacity is defined as the termination of this

Contract, the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Contractor or Subcontractor site that is providing services required under this Agreement. The Contractor must notify GCBH and impacted Enrollees thirty (30) calendar days prior to terminating any of its Subcontracts with entities that provide direct services or entering into new Subcontracts with entities that provide direct service. This notification must occur prior to any public announcement of this change.

- (1) The Contractor must notify all impacted Enrollee's within 15 days after receipt or issuance of a contract termination notice with any of its providers.
 - (2) If either the Contractor or the Subcontractor terminates a Subcontract in less than thirty (30) calendar days or a site closure occurs in less than thirty (30) calendar days, the Contractor must notify GCBH as soon possible and prior to a public announcement.
 - (3) The Contractor shall notify GCBH of any other changes in capacity. Events that affect capacity include, but are not limited to: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, medically necessary services.
 - (4) If any significant change occurs, the Contractor must submit a plan to GCBH for Enrollees and services that include at least:
 - Notification to Ombuds services.
 - Crisis services plan.
 - Plan for provision of uninterrupted services.
 - Plan for retention and/or transfer of clinical records.
 - Any information released to the media.
- j. A routine intake evaluation appointment must be available and offered to every Enrollee within fourteen (14) calendar days of the request, with a possible extension of up to an additional fourteen (14) calendar day, unless both of the following conditions are met:
- An intake evaluation has been provided in the previous twelve (12) months that establishes medical necessity; and
 - The Contractor agrees to use the previous intake evaluation as the basis for authorization decisions.
- k. The time period from request from mental health services to the first Routine Service appointment offered must not exceed twenty eight (28) calendar days.
- l. The Contractor must document the reason for any delays. This includes documentation when the consumer declines an intake appointment within the first ten (10) business days following a request or declines a Routine appointment offered within the twenty eight (28) calendar day timeframe.
- m. GCBH will monitor the frequency of Routine appointments that occur after twenty eight (28) calendar days for patterns and apply corrective action where needed.
- n. The Contractor must offer consumers assistance with accessing enrollment into health

plans if the consumer is uninsured at the time they present for services.

- o. The Contractor shall comply with Exhibit D, RSN Transfer Protocol.

13. UTILIZATION MANAGEMENT

a. Authorization General Requirements:

- (1) GCBH, or its formal designee, shall make a determination of eligibility based on GCBH's Access to Care Standards (Exhibit A) and Level of Care Guidelines as amended, replaced or revised. GCBH's Level of Care Authorization policy is available on the GCBH website: www.gcbh.org.
- (2) GCBH, or its formal designee, shall provide a written Notice of Determination or Notice of Action (in accordance with 42 CFR§438.404), to the CMHA and the Enrollee or their legal representative within 14 days of the authorization decision.

b. Authorization for Routine Services:

- (1) GCBH, or its formal designee, shall make a determination of eligibility for an initial authorization of routine services based on medical necessity and the Access to Care Standards (Exhibit A) following the initiation of the intake evaluation.
- (2) A decision by GCBH, or its formal designee, whether to authorize initial routine services shall occur within 14 days of the date the intake evaluation was initiated, unless the Enrollee or the CMHA requests an extension from GCBH or its formal designee.
- (3) Authorization and provision of routine Services may begin before the completion of the intake evaluation once medical necessity has been established.
- (4) An extension of up to 14 additional days to make the authorization decision is possible upon request by the Enrollee or the CMHA or the Contractor justifies (to GCBH upon request) a need for additional information and how the extension is in the Enrollee's interest.
- (5) Authorization decisions must be expedited to no longer than three (3) business days after receipt of the request for services if either of the following is true:
 - the Enrollee's presenting mental health condition affects their ability to maintain or regain maximum functioning; or
 - the Enrollee presents a potential risk of harm to self or others.

c. Authorization for Inpatient Services:

- (1) GCBH, or its formal designee, shall adhere to the requirements set forth in the Community Psychiatric Inpatient Instructions and Requirements available on GCBH's website: www.gcbh.org.
- (2) GCBH, or its formal designee, shall make a decision regarding certification of psychiatric inpatient care within twelve (12) hours of the initial request.
 - If the authorization is denied, GCBH, or its formal designee, shall provide a Notice of Action to the CMHA and the Enrollee or their legal representative.
- (3) The Contractor shall ensure that authorized community psychiatric inpatient services are continued through an Enrollee's discharge should a community hospital become insolvent, including any requirement for transfer.
- (4) Institutes of Mental Disease: The Contractor may provide services for individuals who are aged 22 to 64 in Institutes for Mental Disease (IMD) in lieu of covered acute

- psychiatric services for up to 30 calendar days per admission. The Contractor is not required to provide these services in IMD settings. These services are substituted only for covered acute inpatient or evaluation and treatment and may not be used for long-term IMD services. Encounters of these services shall be reported as described in the Service Encounter Reporting Instructions (SERI).
- (5) Choice of MHCP: The Contractor shall offer each Enrollee a choice of participating MHCPs in accordance with WAC 388-865-0345. If the Enrollee does not make a choice, the Contractor or its designee must assign a MHCP no later than 14 working days following the request for mental health services. The Contractor shall inform the Enrollee that he or she may change MHCPs.
 - (6) For continuity of care the Contractor shall encourage the Subcontractor(s) to assign Enrollees to clinicians who are anticipated to provide services to the Enrollee throughout the authorization period.
 - (3) The Contractor must use best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Enrollees currently open for services who had received a service from the affected MHCP in the previous 60 days.
- e. Co-Occurring Disorder Screening and Assessment: The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C. Failure to maintain the Screening and Assessment process shall result in remedial actions up to and including financial penalties as described in the Remedial Actions Section of this Agreement.
- (1) The Contractor must attempt to screen all individuals aged thirteen (13) and above through the use of DBHR provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS) during:
 - All new intakes.
 - The provision of each crisis episode of care including ITA investigations services, except when:
 - The service results in a referral for an intake assessment.
 - The service results in an involuntary detention under RCW 71.05, 71.34 or 70.96B.
 - The contact is by telephone only.
 - The professional conducting the crisis intervention or ITA investigation has information that the individual completed a GAIN-SS screening within the previous 12 months.
 - (2) The GAIN-SS screening must be completed as self report by the individual and signed by that individual on DBHR-GAIN-SS form. If the individual refuses to complete the GAIN-SS screening or if the clinician determines the individual is unable to complete the screening for any reason this must be documented on DBHR-GAIN-SS form.
 - (7) The results of the GAIN-SS screening, including refusals and unable-to-completes, must be reported to GCBH through the CIS system.
 - (8) The Contractor must complete a co-occurring mental health and chemical dependency disorder assessment, consistent with training provided by DBHR 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).

- (9) The assessment is required during the next outpatient treatment planning review following the screening and as part of the initial evaluation at free-standing, non-hospital, evaluation and treatment facilities. The assessment is not required during crisis interventions or ITA investigations. The quadrant placements are defined as:
- Less severe mental health disorder/less severe substance disorder.
 - More severe mental health disorder/less severe substance disorder.
 - Less severe mental health disorder/more severe substance disorder.
 - More severe mental health disorder/more severe substance disorder.
- (10) The quadrant placement must be reported to GCBH through the CIS system.

14. QUALITY MANAGEMENT

- a. The Contractor shall participate with DSHS and/or GCBH in the implementation, update and evaluation of the DSHS Quality Strategies.
- b. Performance Improvement Project (PIP): GCBH shall implement at least two (2) PIPs. This must include at least one clinical and one non-clinical project. GCBH shall evaluate the PIPs for increased or sustained improvement over time. The Contractor must participate in GCBH approved PIPs and comply with GCBH recommendations for improvement.
- c. The Contractor shall participate with GCBH and/or DBHR in review activities. Participation shall include at a minimum:
- (1) The submission of requested materials necessary for a GCBH and/or DBHR initiated review within 30 days of the request.
 - (2) The completion of site visit protocols provided by GCBH and/or DBHR.
 - (3) Assistance in scheduling interviews and agency visits required for the completion of the review.
- d. Encounter Data Validation (EDV) Reports.
- (1) The Contractor shall participate in EDV audits performed by GCBH. GCBH shall submit EDV reports to the Department annually within 90 calendar days after the end of this Agreement.
 - (2) Performance accountability for this measure is built upon the EDV Reporting. If, during any measurement, the Contractor fails to meet performance expectations, Corrective Action may be initiated in accordance with the Remedial Action Section of this Agreement.
 - (3) If the Contractor fails to complete corrective action and meet improvement rates, GCBH may take action under the provision of the Remedial Actions section of this Agreement.
- e. Performance Measures:
- (1) There are two (2) sets of performance measures included in this Agreement: Core Performance Measures and Regional Performance Measures. Core Performance Measures are statewide measures established by DSHS.
 - (2) Core Performance Measures: Core performance Measures are taken from the measures identified through the HB1519/SB5732 process. DSHS will generate the measures statewide and by RSN on a quarterly basis with a maximum of a 12-month lag. DSHS will

provide baseline data at the start of the Agreement period and establish annual improvement targets by January 1, 2016. Specific to this Agreement period, DSHS has established the following two Core Performance Measures:

- (a) **Core Performance Measure #1: Psychiatric Hospitalization Readmission Rate:**
The proportion of acute psychiatric inpatient stays during the measurement year followed by an acute psychiatric readmission within 30 days. This measure will be a modified version of the NCQA HEDIS "Plan All-Cause Readmission" metric.
- (b) **Core Performance Measure #2: Mental Health Treatment Penetration:**
Percent of adults identified in need of mental health treatment where treatment is received during the measurement year. This measure will be defined by DSHS.
- (3) **Regional Performance Measures:** Regional Performance Measures shall be developed, calculated and tracked by GCBH. The Contractor and/or its subcontractors shall implement GCBH approved Regional Performance Measures. The Contractor shall participate in the collection of data. GCBH shall manage the data necessary to support the Regional Performance Measurement activities, including establishing the baseline, determining demonstrable improvement target, tracking change in performance over time and reporting the annual findings to DSHS with a copy provided to the Contractor.
- (a) All Regional Performance Measures shall be chosen based on local relevance, clinical consensus, and research evidence and with input from the local Mental Health Advisory Board. GCBH shall develop the Regional Performance Measures that reflect the following areas:
- Access and Availability
 - Care Coordination and Continuity
 - Effectiveness of Care
 - Quality of Care
 - Hope, Recovery, and Resiliency
 - Empowerment and Shared Decision Making
 - Self Direction
 - Cultural Competency
 - Health and Safety Measures
 - Consumer Health Status and Functioning
 - Community Integration and Peer Support
 - Quality of Life and Outcomes
 - Promising and Evidence-Based Practices
 - Provider effectiveness and satisfaction
 - Integrated Programs and Systems Integration
- (b) GCBH shall calculate and monitor the Regional Performance Measures against the established Improvement Targets throughout the year. GCBH shall submit an annual report calculating all the Regional Performance Measures and their progress relating to the Improvement Targets to DSHS with a copy provided to the Contractor. GCBH is required to submit the annual report to DSHS by January 15 of each year.

- (c) GCBH will review the annual Regional Performance Measures report and may request the Contractor to provide an explanation for performance measures that do not meet the Annual Performance Targets. If the explanation is not received or determined to be inadequate, the Contractor shall be required to submit a corrective action plan to GCBH.
- (d) GCBH shall make the results of the Regional Performance Measures available to the public.

f. Evidence/Research-Based Practices: The Contractor will participate with GCBH and/or DSHS to increase the use of research and evidence-based practices, with a particular focus on increasing these practices for children and youth as identified through legislative mandates. This includes:

- (1) Participation in DSHS sponsored training in the Trauma-Focused Cognitive Behavioral Therapy (TF-CBT/CBT) and CBT-Plus (TF-CBT/CBT+) evidence/research-based practices. The Contractor is expected to maintain a workforce trained in TF-CBT/CBT+ sufficient to implement the practice within the Contractor's service area.
- (2) At a minimum, 17 percent of the children/youth enrolled in treatment services will receive an Evidence/Research Based Practice by March 31, 2016.
- (3) The Contractor shall track evidence-based and research-based practices identified by the Washington State Institute of Public Policy (WSIPP) and report the services as specified in DBHR's Service Encounter Reporting Instructions (SERI).

g. Quality Review Activities:

- (1) GCBH, the Department of Social and Health Services, 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, on the Contractor or its subcontractors, announced and unannounced:
 - (a) Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.
 - (b) Reviews regarding the quality, appropriateness, and timeliness of mental health services provided under this Agreement.
 - (c) Audits and inspections of financial records.
- (2) The Contractor and its subcontractors shall notify and provide copies of all letters, notices, audits, reviews, results from audits/reviews including corrective actions to the GCBH Quality Manager when an entity other than GCBH performs any audit or review described above related to any activity contained in this Agreement.
- (3) The Contractor and its subcontractors shall participate in an annual EQRO monitoring review and collaborate with the EQRO Contractor set forth by DSHS to schedule a time for the monitoring review.
 - (a) In the event the Contractor or Subcontractors do not provide ready access to any information or facilities for the EQRO monitoring review during the scheduled time, the Contractor shall incur any costs for re-scheduling the EQRO Contractor to return and finish its review.
 - (b) GCBH shall provide a copy of the final EQRO monitoring review report to the Contractor, through print or electronic media and upon request to interested

parties such as Enrollees, mental health advocacy groups, and members of the general public.

- h. Practice guidelines. Practice guidelines are systematically developed statements designed to assist in decisions about appropriate mental health treatment. The guidelines are intended to assist practitioners in the prevention, diagnosis, treatment, and management of clinical conditions. The Contractor shall adopt and implement GCBH approved Practice Guidelines. These guidelines:
- Are based on valid and reliable clinical evidence or a generally accepted practice among the Mental Health Professionals in the community;
 - Consider the needs of the Enrollees;
 - Are adopted in consultation with Mental Health Professionals in the contracted network of CMHAs, when applicable;
 - Are disseminated to all affected providers and, upon request, to Enrollees;
 - Are chosen with regard to utilization management, Enrollee education, coverage of services, and other areas to which the guidelines apply; and
 - Are reviewed and updated periodically as appropriate.

15. PROGRAM INTEGRITY

- a. The Contractor shall ensure compliance by having written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State program integrity standards, including proper payments to providers and methods for detection of fraud, waste, and abuse.
- b. The Contractor shall include Program Integrity requirements in its subcontracts and provider applications, credentialing and re-credentialing processes. These requirements must also be propagated to any other lower tier subcontracts entered into by a subcontractor.
- c. The following are relevant citations for Program Integrity compliance. The Contractor is expected to be familiar with, comply with, and require subcontractor compliance with all regulations related to Program Integrity whether those regulations are listed or not. Provider credentialing must incorporate program integrity requirements.
- 42 CFR 438.608(a)
 - 42 CFR 455
 - 42 CFR 1000 through 1008
- d. The Contractor shall disclose to GCBH upon contract execution, and upon request when a contract is renewed or extended [42 CFR 455.104(c)(1)(ii)], and within 35 days after any change in ownership.[42 CFR 455.104(c)(1)(iv)]:
- (1) The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor. 42 CFR 455.104(b)(1)(i).
 - (2) For a corporate entity, the disclosure must include primary business address, every business location, and P.O. Box address and tax identification number 42 CFR 455.104(b)(1)(i) and (iii).
 - (3) For individuals, date of birth and Social Security Number. 42 CFR 455.104(b)(1)(ii).

- (4) If the Contractor has a 5% ownership interest in any of its Subcontractors, the tax identification number of the subcontractor(s). 42 CFR 455.104(b)(1)(iii).
 - (5) The name of any other disclosing entity (or fiscal agent or managed care entity) in which the owner of the Contractor has a control or interest. 42 CFR 455.104(b)(3).
 - (6) Whether any person with an ownership or controlling interest is related by marriage or blood to any other person with an ownership or controlling interest.
 - (7) Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five (5) percent or more interest. (42 CFR 455.104(b)(1)(iii).
 - (8) Whether the Contractor has a five (5) percent ownership in any of its subcontractors or is related to any person with ownership or controlling interest in a subcontractor is related as a spouse, parent, child, or sibling. 42 CFR 455.104(b)(2).
- e. The Contractor shall to disclose to GCBH, within 35 days of a request, full and complete information about [42 CFR 455.105(a)]:
- (1) The ownership of any subcontractor with whom they have had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request. 42 CFR 455.105(b)(1).
 - (2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request. 42 CFR 455.105(b)(1).
- f. The Contractor shall to investigate and disclose to GCBH, at contract execution, or renewal, and upon request of GCBH, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs and who is [42 CFR 455.106(a)]:
- (1) A person who has an ownership or control interest in the Contractor. 42 CFR 455.106(a)(1).
 - (2) An agent or person who has been delegated the authority to obligate or act on behalf of the Contractor. 42 CFR 455.101; 42 CFR 455.106(a)(1).
 - (3) An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, the Subcontractor. 42 CFR 455.101; 42 CFR 455.106(a)(2).
- g. The Contractor shall use only CMHAs that are licensed and/or certified by DSHS.
- h. The Contractor shall have written policies that require monitoring of provider credentials, including maintenance of their state issued license or certification and any findings or concerns about the agency or any of its employees that is identified by either GCBH, DSHS or the Department of Health.
- i. The Contractor must require the Subcontractor, at the time they enter into, renew or extend a Subcontract, to report to the Contractor, and when required to GCBH, all of the required information in sections d. – f. of this Section.

- j. The Contractor must monitor and apply to their subcontracted agencies, all requirements in Section m of this Section.
- k. 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.
- (1) The Contractor shall report suspected fraud or abuse directly to the Medicaid Fraud Control Unit (MFCU) as soon as it is discovered and cooperate in any investigation or prosecution conducted by the MFCU.
 - (2) When the Contractor notifies MFCU about potential fraud and abuse, the Contractor must also send all information sent to the MFCU to GCBH within one (1) working day, to include the source of the complaint, the involved CMHA, the nature of the suspected fraud, waste, abuse or neglect, the approximate dollars involved, and the legal and administrative disposition of the case. The report must also include:
 - The Subject(s) of complaint by name and either provider/subcontractor type or employee position;
 - The source of the complaint;
 - The approximate dollar amount; and
 - The legal and administrative disposition of the case.
 - (3) The Contractor and all of its Subcontractors must comply with the following:
 - Disclosure requirements specified in 42 CFR 455 Subpart B, 42 CFR 431.107 (b)(3).
 - Provide without charge and in the form requested, any computerized data stored by the subcontractor, 45 CFR 455.21 (a)(2).
 - For free, upon request, copies of records showing the extent of the services delivered to clients, the extent of payments and any other information kept by the Subcontractor, 42 CFR 431.107 (b)(2), 45 CFR 455.21 (a)(2).
 - Obtain and use NPIs, if the contractor or provider agency is eligible for one.
 - (4) The Contractor's, Fraud and Abuse program shall have procedures for the following requirements:
 - i. Provision of detailed information to employees and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act.
 - ii. Administrative and management arrangements or procedures, and a mandatory compliance plan.
 - iii. Written policies, procedures, and standards of conduct requiring that the Contractor and the Contractor's officers, employees, agents and subcontractors are in compliance with the requirements of this section.
 - iv. A designated compliance officer and a compliance committee who is accountable to senior management.
 - v. Effective ongoing training and education for the compliance officer, staff of the Contractor, and selected staff of the CMHAs.

- vi. Effective communication between the compliance officer, the Contractor's employees, and the Contractor's network of CMHAs.
- vii. Enforcement of standards through well-publicized disciplinary guidelines.
- viii. Internal monitoring and auditing of the Contractor and providers.
- ix. Provisions for prompt responses to detected offenses and development of corrective action initiatives.
- x. Provision for full cooperation with any federal, HCA or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for their investigation.
- xi. A methodology to verify that services billed by providers were actually provided to Enrollees.

- I. The Contractor shall establish policies and procedures for suspending a provider's payments when the Contractor determines a credible allegation of fraud exists and there is a pending investigation (42 CFR 455.23).
- (1) All suspensions of payment actions under this section will be temporary and will not continue after either of the following:
 - The Contractor or the prosecuting authorities determine that there is insufficient evidence of fraud by the provider; or
 - Legal proceedings related to the provider's alleged fraud are completed.
 - (2) The Contractor must send notice of its suspension of program payments to the provider within the following timeframes:
 - Five business days of taking such action unless requested in writing by the Medicaid Fraud Control Unit (MFCU) or law enforcement agency to temporarily withhold such notice.
 - Thirty calendar days if requested by law enforcement in writing to delay sending such notice. The request for delay may be renewed in writing as many as two times and in no event may the delay exceed 90 calendar days.
 - (3) The notice of payment suspension must include or address the following:
 - State that payment is being suspended in accordance with this provision.
 - Set forth the general allegations as to the nature of the suspension action, but need not disclose any specific information concerning an ongoing investigation.
 - State that the suspension is for a temporary period and cite the circumstances under which the suspension will be terminated.
 - Specify, when applicable, to which type or types of claims or business units of a provider suspension is effective.
 - Inform the provider of the right to submit written evidence for consideration by the Contractor.
 - (4) The Contractor must document in writing the termination of a suspension including, where applicable and appropriate, any Appeal rights available to a provider.
 - (5) Whenever the Contractor's investigation leads to the initiation of a payment suspension in whole or part, the Contractor must make a fraud referral to the Medicaid Fraud Control Unit (MFCU) and notify GCBH.
 - (6) The fraud referral must be made in writing and provided to the MFCU no later than the next business day after the suspension is enacted.

- (7) If the MFCU or other law enforcement agency accepts the fraud referral for investigation, the payment suspension may be continued until the investigation and any associated enforcement proceedings are completed.
- (8) On a quarterly basis, the Contractor must request a certification from the MFCU or other law enforcement agency that any matter accepted on the basis of a referral continues to be under investigation thus warranting continuation of the suspension.
- (9) If the MFCU or other law enforcement agency declines to accept the fraud referral for investigation the payment suspension must be discontinued.
- (10) A Contractor's decision to exercise the good cause exceptions in this contract not to suspend payments or to suspend payments only in part does not relieve the Contractor of the obligation to refer any credible allegation.
- (11) The Contractor may find that good cause exists not to suspend payments, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:
 - Law enforcement officials have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.
 - Other available remedies implemented by the Contractor more effectively or quickly protect Medicaid funds.
 - The Contractor determines, based upon the submission of written evidence by the individual or entity that is the subject of the payment suspension, that the suspension should be removed.
 - Enrollee access to items or services would be jeopardized by a payment suspension because the individual or entity serves a large number of Enrollees within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
 - Law enforcement declines to certify that a matter continues to be under investigation.
 - The Contractor determines that payment suspension is not in the best interests of the Medicaid program.
- (12) The Contractor may find that good cause exists to suspend payments in part, or to convert a payment suspension previously imposed in whole to one only in part, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:
 - Enrollee access to items or services would be jeopardized by a payment suspension in whole or part because of either of the following:
 - An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
 - The individual or entity serves a large number of Enrollees within a federal HRSA designated medically underserved area.
 - The Contractor determines based upon the submission of written evidence by the individual or entity that is the subject of a whole payment suspension, that such suspension should be imposed only in part.

- The credible allegation focuses solely and definitively on only a specific type of claim or arises from only a specific business unit of a provider; and the Contractor determines and documents in writing that a payment suspension in part would effectively ensure that potentially fraudulent claims were not continuing to be paid.
- Law enforcement declines to certify that a matter continues to be under investigation.
- The Contractor determines that payment suspension only in part is in the best interests of the Medicaid program.

(13) The Contractor must meet the following documentation and record retention requirements:

- Maintain for a minimum of 5 years from the date of issuance all materials documenting the life cycle of a payment suspension that was imposed in whole or part, including the following:
 - All notices of suspension of payment in whole or part;
 - All fraud referrals to the MFCU or other law enforcement agency;
 - All quarterly certifications of continuing investigation status by law enforcement; and
 - All notices documenting the termination of a suspension.
- Maintain for a minimum of five (5) years from the date of issuance all materials documenting each instance where a payment suspension was not imposed, imposed only in part, or discontinued for good cause.
- This type of documentation must include, at a minimum, detailed information on the basis for the existence of the good cause not to suspend payments, to suspend payments only in part, or to discontinue a payment suspension and, where applicable, must specify how long the Contractor anticipates such good cause will exist.
 - Annually report to DSHS summary information on each of the following:
 - Suspension of payment, including the nature of the suspected fraud, the basis for suspension, and the outcome of the suspension.
 - Situations in which the Contractor determined good cause existed to not suspend payments, to suspend payments only in part, or to discontinue a payment suspension as described in this section, including describing the nature of the suspected fraud and the nature of the good cause.
 - If the Contractor fails to suspend payments to an entity or individual for which there is a pending investigation of a credible allegation of fraud, without good cause, DSHS may withhold monthly payments.

m. The Contractor is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 42 CFR 455.106, and 42 CFR 1001.1901(b)). In addition, the Contractor shall ensure that it does not employ or contract with

anyone that is excluded from participation in Federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549 or 45 CFR 92.35.

- (1) The Contractor must monitor for excluded individuals and entities by:
 - Screening Contractor employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Agreement.
 - Provide information to GCBH, via the transactions designated by the GCBH Data Dictionary, concerning newly added Contractor employees, subcontractors and County Commissioners, as required by GCBH policy OIG and Federal Exclusion Check Requirements as amended, revised and/or replaced. GCBH policies are available on the GCBH website: www.gcbh.org.
- (2) The Contractor must report to GCBH:
 - Any excluded individuals and entities discovered in the screening within ten (10) business days.
 - Any payments made by the Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments.
 - Any actions taken by the Contractor to terminate relationships with Contractor and subcontractor's employees and individuals with an ownership or control interest discovered in the screening.
 - Any Contractor and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 within ten (10) business days of the Contractor becoming aware of the conviction.
 - Any subcontractor terminated for cause within ten (10) business days of the effective date of termination to include full details of the reason for termination.
 - Any Contractor and subcontractor's individuals and entities with an ownership or control interest. The Contractor must provide a list with details of ownership and control no later than August 31, 2015, and notify GCBH of any changes within 30 calendar days.
- (3) The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.
 - The Contractor will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.
 - Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to Enrollees. (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(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)).
 - In addition, if GCBH notifies the Contractor that an individual or entity is excluded from participation by DSHS, the Contractor shall terminate all

beneficial, employment and contractual, and control relationships with the excluded individual or entity immediately (WAC 388-502-0030).

- The list of excluded individuals may be found at: <https://oig.hhs.gov/exclusions/>
- SSA section 1128 may be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm

16. SUBCONTRACTS

- a. All Subcontracts must be in writing and specify all duties, responsibilities and reports delegated under this Agreement and require adherence with all federal and state laws that are applicable to the Subcontractor.
 - Subcontractors are permitted under RCW 71.24.061 to subcontract with individual licensed mental health professionals when necessary to meet the needs of Enrollees.
- b. Subcontracts must include the requirements in Section 3. Excluded Providers.
- c. The Contractor shall provide information regarding grievance, appeal, and fair hearing procedures and timeframes as set forth in Section 17 of this contract at the time the Subcontractor enters into a contract to provide services as stated in 42 CFR 438.10.(g)(1).
- d. Delegation - A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor shall monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis.
 - (1) Prior to any new delegation of any responsibility or authority described in this Agreement through a Subcontract or other legal Agreement, the Contractor shall use a delegation plan.
 - (2) The Contractor shall maintain and make available to GCBH, DBHR and its EQRO Contractors all delegation plans, for currently in place Subcontractors. The delegation plan must include the following:
 - i. An evaluation of the prospective Subcontractor's ability to perform delegated activities.
 - ii. A detailed description of the proposed subcontracting arrangements, including (1) name, address, and telephone number of the Subcontractor(s), (2) specific contracted services, (3) compensation arrangement, and (4) monitoring plan.
 - iii. The required Subcontract language that specifies the activities and responsibilities delegated and provides for revoking delegation or imposing other sanctions if the Subcontractor's performance is not adequate.
- e. Subcontract Submission:
 - (1) Within 30 days of execution of a Subcontract to perform any function under this Agreement, the Contractor shall submit copies of the Subcontracts to GCBH.
 - When substantially similar Agreements are executed with multiple Subcontractors an example Agreement may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all Subcontractors for each Agreement and the period of performance must also be submitted.
- f. Subcontracts must require Subcontractors to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activity to be performed under this

Agreement.

- g. All Subcontracts with CMHAs must comply with 42 CFR §438.214(a) as enacted or amended.
- h. Subcontracts must require adherence to the Americans with Disabilities Act.
- i. Subcontracts for the provision of mental health services must require compliance and implementation of the Mental Health Advance Directive statutes.
- j. Subcontracts must require Subcontractors to cooperate with Quality Review Activities and provide access to their facilities, personnel and records.
- k. Subcontracts for the provision of mental health services must require Subcontractors to provide Enrollees access to translated information and interpreter services as described in the Information Requirements section of this Agreement.
- l. Subcontracts must require Subcontractors to notify the Contractor in the event of a change in status of any required license or certification.
- m. Subcontracts must require Subcontractors to participate in training when requested by GCBH and/or DSHS. Requests for GCBH and/or DSHS to allow an exception to participation in required training must be in writing and include a plan for how the required information shall be provided to targeted Subcontractor staff.
- n. Subcontracts must require compliance with State and federal non-discrimination policies, Health Insurance Portability and Accountability Act (HIPAA), and DBHR-CIS Data Dictionary.
- o. Subcontracts must define a clear process to be used to revoke delegation, impose corrective action, or take other remedial actions if the Subcontractor fails to comply with the terms of the Subcontract.
- p. Subcontracts must require that the Subcontractor correct any areas of deficiencies in the Subcontractor's performance that are identified by the Contractor, GCBH or DBHR as part of a Subcontractor review.
- q. Subcontracts for the provision of mental health services must require best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Enrollees currently open for services who had received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the CMHA.
- r. Subcontracts must require that the Subcontracted CMHAs comply with the Contractor's policy and procedures for utilization of Access to Care Standards and Access Standards.
- s. Subcontracts for the provision of mental health services must require that the Subcontractor implement a Grievance process that complies with 42 CFR §438.400 or any successors as described in section 17 of this Agreement.

- t. In accordance with Medicaid being the payer of last resort, Subcontracts must require the pursuit and reporting of all Third Party Revenue related to services provided under this Agreement.
- u. Subcontracts for the provision of mental health services must require the use of the GAIN-SS and require staff that will be using the tool to attend trainings on the use of the screening and assessment process that includes use of the tool and quadrant placement. In addition, the Subcontract must contain terms requiring corrective action if the Integrated Co-Occurring Disorder Screening and Assessment process is not implemented and maintained throughout the Contract period of performance.
- v. Subcontracts for the provision of mental health services must require Subcontractors to resubmit data when rejected by GCBH and/or DBHR due to errors. The Subcontract must require the data to be re-submitted within 30 days of when the error report was produced.
- w. Subcontracts must require notification to GCBH in the event of changes in capacity. A significant change in the provider network is defined as the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Subcontractor site that is providing services required under this Agreement. The Contractor must notify GCBH 30 days prior to terminating any of its Subcontracts with entities that provide direct service including mental health clubhouses or entering into new Subcontracts with entities that provide direct service including mental health clubhouses. This notification must occur prior to any public announcement of this change.
- (1) If either the Contractor or the Subcontractor terminates a Subcontract in less than 30 days or a site closure occurs in less than 30 days, the Contractor must notify GCBH as soon possible and prior to a public announcement.
 - (2) The Contractor shall notify GCBH of any other changes in capacity that results in the Contractor being unable to meet any of the Access Standards as required in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, medically necessary services.
 - (3) If any event in this section occurs, the Contractor must submit a plan to GCBH for Enrollees and services that includes at least:
 - Notification to Ombuds services.
 - Crisis services plan.
 - Client notification plan.
 - Plan for provision of uninterrupted services.
 - Any information released to the media.
- y. Subcontracts must include the following Physician Incentive Plans language:
- (1) The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not contract with any Subcontractor operating such a plan.
- z. Subcontracts must include the following Provider Credentialing language:

- (1) The Contractor shall have written policies that require monitoring of provider credentials. The Contractor shall only use CMHAs that are licensed and/or certified by the State. Mental Health Clubhouses may be directly contracted with the PIHP without being a licensed CMHA. Clubhouses must meet all credentialing requirements put in place by the State.
 - (2) The Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.
- aa. The Contractor shall not pay a FQHC or Rural Health Clinic (RHC) less than the Contractor would pay non-FQHC/RHC providers for the same services (42 UCS 1396b(m)(2)(A)(ix)).
 - bb. All Subcontracts must provide for Subcontractors to provide at least 90 calendar days' notice of a contract termination.
 - cc. Subcontracts must require that consumers are offered assistance with accessing enrollment into health plans if the consumer is uninsured at the time they present for services.

17. ENROLLEE RIGHTS AND PROTECTIONS

- a. The Contractor and its subcontractors shall comply with any applicable Federal and State laws that pertain to Enrollee Rights and Protections and ensure that its staff takes those rights into account when furnishing services to Enrollees. Any changes to applicable law must be implemented within 90 calendar days of the effective date of the change.
- b. The Contractor must maintain written policies and procedures addressing all requirements under this section. Policies and procedures must comply with 42 CFR, RCW 71.24, WAC 388-865, and include the following:
 - The right to be treated with respect and due consideration of the Enrollee's dignity and privacy.
 - The right to receive information on available treatment options and alternatives in a manner appropriate to the Enrollee's ability to understand.
 - The right to participate in decisions regarding their health care, including the right to refuse services.
 - The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - The right to request and receive a copy of their medical records, and request amendments or corrections as specified in 45 CFR 164.524 and 164.526.
 - Ensuring that the exercising of any of these rights do not adversely affect the way the Contractor treats the Enrollee.
- c. The Contractor shall require that mental health professionals and MHCPs, acting within the lawful scope of mental health practice, are not prohibited or restricted from advising or advocating on behalf of an Enrollee with respect to:
 - (1) The Enrollee's mental health status.
 - (2) Receiving all information regarding mental health treatment options including any alternative or self-administered treatment, in a culturally-competent manner.

- (3) Any information the Enrollee needs in order to decide among all relevant mental health treatment options.
 - (4) The risks, benefits, and consequences of mental health treatment (including the option of no mental health treatment).
 - (5) The Enrollee's right to participate in decisions regarding his or her mental health care, including the right to refuse mental health treatment and to express preferences about future treatment decisions.
 - (6) The Enrollee's right to be treated with respect and with due consideration for his or her dignity and privacy.
 - (7) The Enrollee's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - (8) The Enrollee's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR part 164.
 - (9) The Enrollee's right to be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the Contractor, CMHA or MHCP treats the Enrollee.
 - (10) Any of the Enrollee's Rights and Protections as listed in the Washington Medicaid Mental Health Benefits Booklet published by DSHS.
- d. Individual Service Plans must be developed in compliance with WAC 388-877-0620.
- (1) The Contractor shall require that consumers are actively included in the development of their individualized service plans, advance directives for psychiatric care and crisis plans.
 - i. This shall include but not be limited to children and their families (e.g. caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings).
 - (2) At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, as part of the 180 day progress review, describing how the consumer sees progress.
 - (3) The Individual Service Plan must address the overall identified needs of the Enrollee, 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 Contractor must ensure that there is coordination with the other service delivery systems responsible for meeting the identified needs.
- e. The Contractor shall ensure Enrollees are not held liable for any of the following:
- (1) Covered mental health services provided by insolvent community psychiatric hospitals with which the Contractor has directly contracted.
 - (2) Covered mental health services, including those purchased on behalf of the Enrollee.
 - (3) Covered mental health services for which the State does not pay the Contractor.
 - (4) Covered services provided to the Enrollee, for which the State or the Contractor does not pay the MHCP or CMHA that furnishes the services under a contractual, referral, or other arrangement.
 - (5) Payments for covered services furnished under a Contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the Enrollee would owe if the Contractor provided the services directly.
 - (6) Covered mental health services provided by insolvent federally funded PIHPs.
 - (7) Debts of the Contractor if the Contractor becomes financially insolvent.
 - (8) Costs due to receiving covered services from an out-of-network provider when those

covered services are not available within the Service Area.

f. Advance Directives:

- (1) The Contractor shall maintain written policies and procedures for Mental Health Advance Directives that meet the requirements of 42 CFR §422.128. The Contractor shall inform all Enrollees 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.
- (2) The Contractor shall inquire whether Enrollees have active Medical Advance Directives, and shall provide those who express an interest in developing and maintaining Medical Advance Directives with information about how to initiate a Medical Advance Directive.
- (3) The Contractor shall not establish any conditions of treatment or in any way discriminate against an individual based on the existence or absence of an advanced directive.
- (4) The Contractor shall provide training to its staff on policies and procedures regarding advanced directives.
- (5) The Contractor shall maintain current copies of any Medical and/or Mental Health Advance Directives in the Enrollee's clinical record.
- (6) The Contractor shall provide written information to Enrollees that includes:
 - A description of their rights for Mental Health Advance Directives under current RCW 71.32 (changes must be included within 90 days of the effective date of any changes to the RCW);
 - The Contractor's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of a Mental Health Advance Directive as a matter of Conscience; and
 - Inform Enrollees' how to file a complaint concerning noncompliance with a Mental Health Advance Directive by contacting the Washington State Department of Health at Health Systems Quality Assurance Complaint Intake, PO Box 47857, Olympia, WA 98504-7857, 360-236-4700 or HSQAComplaintIntake@doh.wa.gov

18. MANAGEMENT INFORMATION SYSTEM

a. Data Submission and Error Correction:

- (1) The Contractor shall provide GCBH with all data described in the GCBH "Data Dictionary" and encounters shall be submitted as described in the GCBH Trading Partner Agreement(s) and DBHR's "Encounter Data Reporting Guide" or any successor, incorporated herein by reference.
- (2) The Contractor shall submit encounters electronically to GCBH management information system within 30 days of the close of each calendar month in which the encounters occurred.
- (3) The Contractor shall submit all other required Enrollee data to GCBH within 30 days of collection or receipt from subcontracted providers.
- (4) Upon receipt of data submitted, GCBH shall generate error reports. The Contractor shall have in place documented policies and procedures to assure that data submitted and rejected due to errors are corrected and resubmitted within 30 calendar days of when the error report was produced.
- (5) The Contractor shall attend meetings and respond to inquiries to assist in GCBH decisions

about changes to data collection and information systems to meet the terms of this Agreement. This may include requests to add, delete or change data elements that may include projected cost analysis.

- (6) The Contractor shall implement changes documented in GCBH "Data Dictionary" and Trading Partner Agreement(s) and in DBHR's "Encounter Data Reporting Guide" within 90 days from the date published. When changes on one document require changes to the other, GCBH shall publish all affected documents concurrently.
- (7) In the event that shorter timelines for implementation of changes under this section are required or necessitated by either a court order or agreement resulting from a lawsuit or legislative action, GCBH will provide as much notice as possible of the impending changes and provide specifications for the changes as soon as they are available. The Contractor will implement the changes required by the timeline established in the court order, legal agreement or legislative action. To the extent possible, GCBH will work with the Contractor to implement any change as necessary.
- (8) The Contractor shall implement changes to the content of national standard code sets (such as CPT, HCPC, Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization. If the issuing organization does not provide an implementation schedule or deadline, the Contractor shall implement the changes within 150 days.
- (9) When GCBH makes changes referenced in this Section the Contractor shall send at least one test batch of data containing the required changes. The test batch must be received no later than 15 days prior to the implementation date.
 - The test batch must include at least 100 transactions that include information effected by the change.
 - The processed test batch must result in at least 80% successfully posted transactions or an additional test batch is required.
- (10) The Contractor shall respond to requests from GCBH for information not covered by the data dictionary in a timeframe determined by GCBH that will allow for a timely response to inquiries from CMS, the legislature, DSHS, and other parties.
- (11) No encounter transaction shall be accepted for initial entry or data correction after one (1) year from the date of service, except by special exception.

b. Business Continuity and Disaster Recovery:

- (1) The Contractor shall demonstrate a primary and backup system for electronic submission of data requested by GCBH. This must include secure electronic transmission. In the event a secure method of transmission is unavailable and immediate data transmission is necessary, an alternate method of submission will be considered based on GCBH approval.
- (2) The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstatement 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.
- (3) The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by December 20 of each year of this Agreement. The certification must indicate that the plans are up to date, the system and data backup and

recovery procedures have been tested, and copies of the Contractor and Subcontractor plans are available for GCBH or the DBHR-contracted EQRO to review and audit. The plan must address the following:

- i. A mission or scope statement;
 - ii. An appointed Information Services Disaster Recovery Staff.
 - iii. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers.
 - iv. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list.
 - v. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data.
 - vi. Off site storage of system and data backups; Ability to recover data and systems from backup files.
 - vii. Designated recovery options which may include use of a hot or cold site.
 - viii. Evidence that disaster recovery tests or drills have been performed.
- c. Information System Security and Protection of Confidential Information:
- (1) The Contractor shall comply with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et.seq. and CFR Parts 160, 162 and 164.
 - (2) The Contractor shall ensure that confidential information provided through or obtained by way of this Agreement or services provided, is protected in accordance with the Data Security Requirements (Exhibit B).
 - (3) The Contractor shall take appropriate action if the Contractor or any of its Subcontractors employees wrongly releases confidential information.
- d. Data Quality Verification:
- (1) The Contractor shall maintain and either provide to Subcontractors, or require Subcontractors to also maintain, a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Agreement. The Contractor shall have in place mechanisms to verify the health information received from Subcontractors is complete, accurate and timely.

19. GRIEVANCE SYSTEM

- a. The Contractor must have a Grievance system that complies with the following procedures. The Contractor must provide information about the Grievance System to all Subcontractors at the time they enter into an Agreement.
- b. General Requirements:
 - (1) An Enrollee or representative may file a Grievance either orally or in writing with the Contractor and may request a Fair Hearing from the State of Washington Office of Administrative Hearings. An Enrollee may also file a Grievance with his or her provider which must have policies and procedures consistent with the requirements in this Section.
 - (2) A representative, including a staff person of the Enrollee's provider, acting on behalf of the Enrollee and with Enrollee's written consent, may request a Grievance or an Appeal or a

Fair Hearing.

- (3) The Enrollee must be given reasonable assistance in pursuing a Grievance, Appeal, or Fair Hearing.
 - i. The Enrollee may be provided assistance from the Ombuds service, the Enrollee's provider, the Contractor, or any other person of the Enrollee's choice.
- (4) The Enrollee shall be provided access to interpreter services and toll-free numbers that have adequate TTU/TTD and interpreter capability.
- (5) The Contractor shall:
 - i. Ensure that there is no retaliation against Enrollees or providers, who on behalf of the Enrollee, file a Grievance, Appeal, or Fair Hearing, or request an expedited resolution.
 - ii. Abide by all Appeal, Grievance and Fair Hearing decisions.
 - iii. Provide information about the Grievance system to all CMHAs and Subcontractors at the time they enter into an Agreement. A condition of the Agreement will be that all CMHAs and Subcontractors will abide by all Appeal, Grievance and Fair Hearing decisions.
- (6) The Contractor must notify the GCBH Grievance and Appeals Coordinator within (1) working day of receiving a Grievance.

c. Handling of Grievances:

- (1) The Contractor or its agent shall:
 - i. Acknowledge receipt of each Grievance, received either orally or in writing, within five (5) working days. If acknowledgement is made orally, it must be followed in writing within five (5) working days.
- (2) Ensure that the individuals who make decisions on Grievances are individuals who:
 - i. Were not involved in any previous level of review or decision-making; and
 - ii. When the Grievance involves medical necessity or a request for expedited resolution to an appeal, the Contractor shall ensure that individuals involved with making decisions are Mental Health Professionals with the appropriate clinical expertise.

d. Grievance Resolution and Notification: The Contractor must resolve each Grievance and provide written notice as expeditiously as the Enrollee's mental health condition requires and not more than twenty (20) days from the receipt of the statement of Grievance by the Contractor.

- (1) If a resolution cannot be reached, to the Enrollee's satisfaction, within the twenty (20) day timeframe, the Contractor must forward the Grievance to GCBH immediately.
- (2) GCBH shall provide written notice of resolution within thirty (30) days from statement of Grievance.
- (3) The Contractor may extend the timeframe by up to 14 calendar days if:
 - i. The Enrollee request the extension; or
 - ii. The Contractor 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.
- (4) If the Contractor extends the timeframes, the Contractor must, for any extension, give the Enrollee written notice of the reason for the delay.
- (5) Failure to meet the timeframes above or provide a written notice of any extension constitutes a denial and an adverse action for which the Enrollee shall be sent a Notice of Action. The Contractor must notify GCBH in the event timeframes are not met. A Notice of

- Action must be provided by GCBH.
- (6) The written notice of resolution must include the decision on the Grievance, the reason for the decision, the date the decision was made and the right to request a Fair Hearing and the required timeframe to request the Hearing.
 - (7) For notice of expedited resolution the Contractor shall:
 - i. Provide written notice of the disposition within three (3) working days; and
 - ii. Make reasonable effort to provide oral notice of disposition prior to written notice.
 - iii. Failure to meet the timeframes above or provide a written notice of any extension constitute a denial and an adverse action for which the Enrollee shall be sent a Notice of Action. The Contractor must notify GCBH in the event timeframes are not met. A Notice of Action must be provided by GCBH.
 - iv. The written notice of resolution must include the results of the resolution process and the date it was completed.
 - v. For expedited Grievances not resolved wholly in favor of the Enrollee, the notice must include:
 - The right to request a Fair Hearing and how to do so.
 - The right to request to continue to receive previously authorized benefits while the hearing is pending and how to make the request.
 - Notice that the Enrollee may be asked to pay for the cost of those benefits if the hearing decision upholds the original action.
- e. Fair Hearings:
- (1) Enrollees may request a Fair Hearing conducted by DSHS in accordance with Chapter 388-02 WAC and provisions of mental health services per 42 CFR 438.402(b)(2).
 - vi. The parties to a Fair Hearing include the Contractor as well as the Enrollee and his or her representative or the legal representative of a deceased Enrollee's estate.
 - (2) A Fair Hearing may be requested from the State of Washing Office of Administrative Hearings when:
 - vii. An Enrollee believes there has been a violation of DSHS rule.
 - viii. The Contractor or its agent does not provide a written response to a grievance or appeal within the required timeframes.
 - ix. An Enrollee receives an adverse ruling by the Contractor or its agent to a grievance or an appeal.
 - (3) If the Enrollee elects to request a Fair Hearing, regarding a standard service, the request must be filed within ninety (90) calendar days of the date on GCBH's mailing of the Notice of the resolution of the Appeal.
 - (4) If the Enrollee elects to request a Fair Hearing, regarding termination, suspension or reduction of a previously authorized service and if the Enrollee requests continuation of services, the request must be filed within ten (10) calendar days of the date on GCBH's mailing of the Notice of the resolution of the Appeal
 - (5) GCBH will notify the Contractor of Fair Hearing determinations. The Contractor will be bound by the Fair Hearing determination, whether or not the Fair Hearing determination upholds the Contractor's decision.
- f. Recordkeeping and Reporting Requirements
- (1) The Contractor must maintain records of Grievances and Fair Hearings for six (6) years.

- (2) The Contractor must maintain records of Grievances and Fair Hearings separate from medical records. The Contractor must notify the GCBH Grievance and Appeals Coordinator at the time a grievance is filed. Notification must include the consumers name and contact information.
- (5) The Contractor must submit a report in a format provided by GCBH that includes:
 - i. The number and nature of Grievances and Fair Hearings.
 - ii. The timeframes within which they were disposed of or resolved.
 - iii. The nature of the decisions.
 - iv. A summary and analysis of the implications of the data, including what measures shall be taken to address undesirable patterns.
 - v. The Contractor shall submit to DSHS a total of three (3) reports covering the following periods:
 - July 1, 2015 – September 30, 2015 (due October 20, 2015)
 - October 1, 2015 – December 31, 2015 (due January 20, 2016)
 - January 1, 2016 – March 31, 2016 (due April 01, 2016)

20. BENEFITS

- a. All Medicaid Enrollees requesting covered Mental Health Services must be offered an intake evaluation as outlined in the Access Standards. Authorization for further services shall be based on medical necessity and the Access to Care Standards (Exhibit A).
- b. The Contractor shall provide, upon request, a second opinion within the Service Area. If an additional CMHA is not currently available within the network, the Contractor must provide or pay for a second opinion provided by a CMHA outside the network at no cost to the Enrollee. The CMHA providing the second opinion must be currently contracted with a RSN to provide mental health services to Enrollees. The appointment for a second opinion must occur within 30 days of the request. The Enrollee may request to postpone the second opinion to a date later than 30 days.
- c. The Contractor shall ensure services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.
- d. If the Contractor is unable to provide the services covered under this Agreement, the services must be purchased within 28 days for an Enrollee with an identified need. The Contractor must continue to pay for medically necessary mental health services outside the service area until the Contractor is able to provide them within its service area.
- e. The Contractor must provide the following mental health services for each Enrollee when they are Medically Necessary. If the Contractor is unable to provide medically necessary services covered under the contract to a particular Enrollee, the Contractor must adequately and timely cover these services out of network for the Enrollee, for as long as the Contractor is unable to provide them . These services must be provided at no additional cost to the Enrollee. Enrollees are entitled to access Crisis Services, Freestanding Evaluation and Treatment, Stabilization and Rehabilitation Case Management prior to an intake evaluation
 - (1) Brief Intervention Treatment: Solution-focused and outcomes-oriented cognitive and behavioral interventions intended to ameliorate symptoms, resolve situational disturbances

- which are not amenable to resolution in a crisis service model of care and which do not require long term-treatment, to return the individual to previous higher levels of general functioning. Individuals must be able to select and identify a focus for care that is consistent with time-limited, solution-focused or cognitive-behavioral model of treatment. Functional problems and/or needs identified in the Medicaid Enrollee's Individual Service Plan must include a specific timeframe for completion of each identified goal. This service does not include ongoing care, maintenance/monitoring of the Enrollee's current level of functioning and assistance with self care or life skills training. Enrollees may move from Brief Intervention Treatment to longer term Individual Services at any time during the course of care. This service is provided by or under the supervision of a Mental Health Professional.
- (2) Crisis Services: Evaluation and treatment of mental health crisis to all Medicaid-enrolled individuals experiencing a crisis. A mental health crisis is defined as a turning point in the course of anything decisive or critical, a time, a stage, or an event or a time of great danger or trouble, whose outcome decides whether possible bad consequences will follow. Crisis services shall be available on a 24-hour basis. Crisis services are intended to stabilize the person in crisis, prevent further deterioration and provide immediate treatment and intervention in a location best suited to meet the needs of the individual and in the least restrictive environment available. Crisis services may be provided prior to completion of an intake evaluation. Services are provided by or under the supervision of a Mental Health Professional.
 - (3) Day Support: An intensive rehabilitative program which provides a range of integrated and varied life skills training (e.g., health, hygiene, nutritional issues, money management, maintaining living arrangement, symptom management) for Medicaid Enrollees to promote improved functioning or a restoration to a previous higher level of functioning. The program is designed to assist the individual in the acquisition of skills, retention of current functioning or improvement in the current level of functioning, appropriate socialization and adaptive coping skills. Eligible individuals must demonstrate restricted functioning as evidenced by an inability to provide for their instrumental activities of daily living. This modality may be provided as an adjunctive treatment or as a primary intervention. The staff to consumer ratio is no more than 1:20 and is provided by or under the supervision of a Mental Health Professional in a location easily accessible to the client (e.g., community mental health agencies, clubhouses, community centers). This service is available 5 hours per day, 5 days per week.
 - (4) Family Treatment: Psychological counseling provided for the direct benefit of a Medicaid-enrolled individual. Service is provided with family members and/or other relevant persons in attendance as active participants. Treatment shall be appropriate to the culture of the client and his/her family and should reinforce the family structure, improve communication and awareness, enforce and reintegrate the family structure within the community, and reduce the family crisis/upheaval. The treatment will provide family-centered interventions to identify and address family dynamics and build competencies to strengthen family functioning in relationship to the consumer. Family treatment may take place without the consumer present in the room but service must be for the benefit of attaining the goals identified for the individual in his/her Individual Service Plan. This service is provided by or under the supervision of a Mental Health Professional.
 - (5) Freestanding Evaluation and Treatment: Services provided in freestanding inpatient residential (non-hospital/non-IMD) facilities licensed by the Department of Health and

certified by DBHR to provide medically necessary evaluation and treatment to the Medicaid-enrolled individual who would otherwise meet hospital admission criteria. These are not-for-profit organizations. At a minimum, services include evaluation, stabilization and treatment provided by or under the direction of licensed psychiatrists, nurses and other Mental Health Professionals, and discharge planning involving the individual, family, significant others so as to ensure continuity of mental health care. Nursing care includes but is not limited to performing routine blood draws, monitoring vital signs, providing injections, administering medications, observing behaviors and presentation of symptoms of mental illness. Treatment modalities may include individual and family therapy, milieu therapy, psycho-educational groups and pharmacology. The individual is discharged as soon as a less-restrictive plan for treatment can be safely implemented. This service is provided for individuals who pose an actual or imminent danger to self, others, or property due to a mental illness, or who have experienced a marked decline in their ability to care for self due to the onset or exacerbation of a psychiatric disorder. The severity of symptoms, intensity of treatment needs or lack of necessary supports for the individual does not allow him/her to be managed at a lesser level of care. This service does not include cost for room and board. DBHR must authorize exceptions for involuntary length of stay beyond a fourteen (14) day commitment.

- (6) Group Treatment Services: Services provided to Medicaid-enrolled individuals designed to assist in the attainment of goals described in the Individual Service Plan. Goals of Group Treatment may include developing self care and/or life skills; enhancing interpersonal skills; mitigating the symptoms of mental illness, and lessening the results of traumatic experiences; learning from the perspective and experiences of others; and counseling/psychotherapy to establish and /or maintain stability in living, work or educational environment. Individuals eligible for Group Treatment must demonstrate an ability to benefit from experiences shared by others, demonstrate the ability to participate in a group dynamic process in a manner that is respectful of others' right to confidential treatment and must be able to integrate feedback from other group members. This service is provided by or under the supervision of a Mental Health Professional to two or more Medicaid-enrolled individuals at the same time. Staff to consumer ratio is no more than 1:12. Maximum group size is 24.
- (7) High Intensity Treatment: Intensive levels of service otherwise furnished under this State plan amendment that is provided to Medicaid-enrolled individuals who require a multi-disciplinary treatment team in the community that is available upon demand based on the individuals' needs. Twenty-four hours per day, seven days per week, access is required if necessary. Goals for High Intensity Treatment include the reinforcement of safety, the promotion of stability and independence of the individual in the community, and the restoration to a higher level of functioning. These services are designed to rehabilitate individuals who are experiencing severe symptoms in the community and thereby avoid more restrictive levels of care such as psychiatric inpatient hospitalization or residential placement.

The team consists of the individual, Mental Health Care Providers, under the supervision of a Mental Health Professional, and other relevant persons as determined by the individual (e.g., family, guardian, friends, neighbor). Other community agency members may include probation/parole officers*, teacher, minister, physician, chemical dependency counselor*,

etc. Team members work together to provide intensive coordinated and integrated treatment as described in the Individual Service Plan. The team's intensity varies among individuals and for each individual across time. The assessment of symptoms and functioning shall be continuously addressed by the team based on the needs of the individual allowing for the prompt assessment for needed modifications to the Individual Service Plan or crisis plan. Team members provide immediate feedback to the individual and to other team members. The staff to consumer ratio for this service is no more than 1:15. Although they participate, these team members are paid staff of other Departments and therefore not reimbursed under this modality. Billable components of this modality include time spent by the mental health professionals, mental health care providers and peer counselors.

- (8) **Individual Treatment Services**: A set of treatment services designed to help a Medicaid-enrolled individual attain goals as prescribed in his/her Individual Service Plan. These services shall be congruent with the age, strengths, and cultural framework of the individual and shall be conducted with the individual, his or her family, or others at the individual's behest who play a direct role in assisting the individual to establish and/or maintain stability in his/her daily life. These services may include developing the individual's self care/life skills; monitoring the individual's functioning; counseling and psychotherapy. Services shall be offered at the location preferred by the Medicaid-enrolled individual. This service is provided by or under the supervision of a Mental Health Professional.
- (9) **Intake Evaluation**: An evaluation that is culturally and age relevant initiated prior to the provision of any other mental health services, except crisis services, stabilization services and free-standing evaluation and treatment. The intake evaluation must be initiated within ten (10) working days of the request for services, establish the medical necessity for treatment and be completed within thirty (30) working days. Routine services may begin before the completion of the intake once medical necessity is established. This service is provided by a Mental Health Professional.
- (10) **Medication Management**: The prescribing and/or administering and reviewing of medications and their side effects. This service shall be rendered face-to-face by a person licensed to perform such services. This service may be provided in consultation with collateral, primary therapists, and/or case managers, but includes only minimal psychotherapy.
- (11) **Medication Monitoring**: Face-to-face, one-on-one cueing, observing, and encouraging a Medicaid-enrolled individual to take medications as prescribed. Also includes reporting back to persons licensed to perform medication management services for the direct benefit of the Medicaid-enrolled individual. This activity may take place at any location and for as long as it is clinically necessary. This service is designed to facilitate medication compliance and positive outcomes. Enrollees with low medication compliance history or persons newly on medication are most likely to receive this service. This service is provided by or under the supervision of a Mental Health Professional. Time spent with the Enrollee is the only direct service billable component of this modality.
- (12) **Mental Health Services provided in Residential Settings**: A specialized form of rehabilitation service (non hospital/non IMD) that offers a sub-acute psychiatric management environment. Medicaid-enrolled individuals receiving this service present with severe impairment in psychosocial functioning or have apparent mental illness symptoms with an unclear etiology due to their mental illness. Treatment for these individuals cannot be safely

provided in a less restrictive environment and they do not meet hospital admission criteria. Individuals in this service require a different level of service than High Intensity Treatment. The Mental Health Care Provider is sited at the residential location (e.g., boarding homes, supported housing, cluster housing, SRO apartments) for extended hours to provide direct mental health care to a Medicaid Enrollee. Therapeutic interventions both in individual and group format may include medication management and monitoring, stabilization, and cognitive and behavioral interventions designed with the intent to stabilize the individual and return him/her to more independent and less restrictive treatment. The treatment is not for the purpose of providing custodial care or respite for the family, nor is it for the sole purpose of increasing social activity or used as a substitute for other community-based resources. This service is billable on a daily rate. In order to bill the daily rate for associated costs for these services, a minimum of eight (8) hours of service must be provided. This service does not include the costs for room and board, custodial care, and medical services, and differs for other services in the terms of location and duration.

- (13) **Peer Support:** Services provided by peer counselors to Medicaid-enrolled individuals under the consultation, facilitation or supervision of a Mental Health Professional who understands rehabilitation and recovery. This service provides scheduled activities that promote socialization, recovery, self-advocacy, development of natural supports, and maintenance of community living skills. Consumers actively participate in decision-making and the operation of the programmatic supports.

Self-help support groups, telephone support lines, drop-in centers, and sharing the peer counselor's own life experiences related to mental illness will build alliances that enhance the consumer's ability to function in the community. These services may occur at locations where consumers are known to gather (e.g., churches, parks, community centers, etc). Drop-in centers are required to maintain a log documenting identification of the consumer including Medicaid eligibility.

Services provided by peer counselors to the consumer are noted in the consumer's Individualized Service Plan which delineates specific goals that are flexible, tailored to the consumer and attempt to utilize community and natural supports. Monthly progress notes document consumer progress relative to goals identified in the Individualized Service Plan, and indicates where treatment goals have not yet been achieved.

Peer counselors are responsible for the implementation of peer support services. Peer counselors may serve on High Intensity Treatment Teams.

Peer support is available to each Enrollee for no more than four (4) hours per day. The ratio for this service is no more than 1:20.

- (14) **Psychological Assessment:** All psychometric services provided for evaluating, diagnostic, or therapeutic purposes by or under the supervision of a licensed psychologist. Psychological assessments shall: be culturally relevant; provide information relevant to a consumer's continuation in appropriate treatment; and assist in treatment planning within a licensed mental health agency.
- (15) **Rehabilitation Case Management:** A range of activities by the outpatient Community Mental Health Agency's liaison conducted in or with a facility for the direct benefit of a Medicaid-

enrolled individual in the public mental health system. To be eligible, the individual must be in need of case management in order to ensure timely and appropriate treatment and care coordination. Activities include assessment for discharge or admission to community mental health care, integrated mental health treatment planning, resource identification and linkage to mental health rehabilitative services, and collaborative development of individualized services that promote continuity of mental health care. These specialized mental health coordination activities are intended to promote discharge, maximize the benefits of the placement, minimize the risk of unplanned re-admission and to increase the community tenure for the individual. Services are provided by or under the supervision of a Mental Health Professional.

- (16) **Special Population Evaluation**: Evaluation by a child, geriatric, disabled, or ethnic minority specialist that considers age and cultural variables specific to the individual being evaluated and other culturally and age competent evaluation methods. This evaluation shall provide information relevant to a consumer's continuation in appropriate treatment and assist in treatment planning. This evaluation occurs after intake. Consultation from a non-staff specialist (employed by another CMHA or contracted by the CMHA) may also be obtained, if needed, subsequent to this evaluation and shall be considered an integral, billable component of this service.
- (17) **Stabilization Services**: Services provided to Medicaid-enrolled individuals who are experiencing a mental health crisis. These services are to be provided in the person's own home, or another home-like setting, or a setting which provides safety for the individual and the Mental Health Professional. Stabilization services shall include short-term (less than two weeks per episode) face-to-face assistance with life skills training, and understanding of medication effects. This service includes: a) follow up to crisis services; and b) other individuals determined by a mental health professional to need additional stabilization services. Stabilization services may be provided prior to an intake evaluation for mental health services.
- (18) **Therapeutic Psychoeducation**: Informational and experiential services designed to aid Medicaid-enrolled individuals, their family members (e.g., spouse, parents, siblings) and other individuals identified by the individual as a primary natural support, in the management of psychiatric conditions, increase knowledge of mental illnesses and understanding the importance of their individual plans of care. These services are exclusively for the benefit of the Medicaid-enrolled individual and are included in the Individual Service Plan.

The primary goal is to restore lost functioning and promote reintegration and recovery through knowledge of one's disease, the symptoms, precautions related to decompensation, understanding of the "triggers" of crisis, crisis planning, community resources, successful interrelations, medication action and interaction, etc. Training and shared information may include brain chemistry and functioning; latest research on mental illness causes and treatments; diagnostics; medication education and management; symptom management; behavior management; stress management; crisis management; improving daily living skills; independent living skills; problem-solving skills, etc.

Services are provided at locations convenient to the consumer, by or under the supervision of a Mental Health Professional. Classroom style teaching, family treatment and individual

treatment are not billable components of this service.

- f. DSHS may petition CMS to amend the Medicaid State Plan during this Contract period. If the Medicaid State Plan is amended the Contractor shall implement any changes to the provision of Medically Necessary mental health services no later than 30 days following CMS approval of the plan.
- g. Coordination of Care:
- (1) Coordination with Primary Medical Care Services:
 - i. The Contractor must ensure that for Enrollees 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.
 - (2) The Contractor shall comply with GCBH Children's Long-Term Inpatient Program (CLIP) policies/procedures, as amended, replaced and/or revised. GCBH policies are available on the GCBH website: www.gcbh.org.
 - (3) Psychiatric Inpatient Services:
 - i. The Contractor or its designee shall contact the inpatient unit within three (3) working days for all Enrollee admissions.
 - ii. The Contractor or its designee shall provide to the inpatient unit any available information regarding the Enrollee's treatment history at the time of admission, all available information related to payment resources and coverage and a provisional placement plan for the Enrollee to return to the community that can be implemented when the Enrollee is determined to be ready for discharge by the hospital and the Contractor.
 - iii. The Contractor must participate in treatment and discharge planning with the inpatient treatment team.
 - iv. The Contractor must work with an Enrollee and their families seeking community support services prior to discharge.
 - v. If the provisional placement plan for an Enrollee cannot be implemented when an Enrollee is determined to be ready for discharge, the Contractor must convene a meeting of the inpatient treatment team and other discharge plan participants to review action taken to implement the plan, barriers and proposed modifications to the plan. Such meetings shall occur every 30 calendar days until the Enrollee has been placed.
 - vi. For Enrollees on Less Restrictive Alternatives (LRA) who meet medical necessity and the Access to Care Standards (Exhibit A), the Contractor or designee shall offer covered mental health services to assist with compliance with LRA requirements.
 - vii. The Contractor shall ensure provision of covered mental health services to Enrollees on a Conditional Release under RCW 10.77.150 for Enrollees who meet medical necessity and the Access to Care Standards (Exhibit A).
 - viii. The Contractor shall use best efforts to utilize community resources and covered mental health services to minimize State Hospital admissions.
 - ix. The Contractor 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

Enrollees discharged from inpatient care, to ensure there is no lapse in prescribed medication. This may be arranged with providers other than Subcontractors of the Contractor.

- x. The Contractor shall use best efforts to offer covered mental health services for follow-up and after-care as needed when the Contractor or Subcontractor are aware that an Enrollee 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.
- xi. The Contractor shall ensure that their DMHPs make a report to DSHS when he or she determines a person meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are not any beds available at the evaluation and treatment facility, the person has not been provisionally accepted for admission by a facility, and the person cannot be served on a single bed certification or less restrictive alternative.
 - (A) Starting at the time when the DMHP determines a person meets detention criteria, the investigation has been completed and when no bed is available, the DMHP must submit a completed report to DSHS within twenty-four (24) hours. The notification report must contain at a minimum:
 - The date and time that the investigation was completed;
 - The identity of the responsible RSN;
 - A list of facilities which refused to admit the person;
 - Identifying information for the person, including age or date of birth; and
 - Other reporting elements deemed necessary or supportive by DSHS.
 - (B) The RSN receiving the notification report must attempt to engage the person in appropriate services for which the person is eligible and report back within seven (7) days to DSHS.
- h. Early Periodic Screening Diagnosis and Treatment (EPSDT):
 - (1) EPSDT services must be structured in ways that are culturally and age appropriate, involve the family and be available to all Enrollees under the age of 21. Intake evaluations provided under EPSDT must include an assessment of the family's needs.
 - (2) EPSDT requires the Contractor to respond to referrals from medical care providers. This must include at least a written notice replying to the Physician, ARNP, Physician's Assistant, trained public health nurse or RN who made the EPSDT referral. This notice must include at least the date of intake and diagnosis.
 - (3) In the event the Enrollee does not have a primary care provider, the Contractor may choose to assist or refer the Enrollee to the HCA's Washington Apple Health Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program Provider Guide.
 - (4) The Contractor shall contact the Enrollee within ten (10) working days of all EPSDT referrals to confirm whether services are being requested by the Enrollee or the person authorized to consent to treatment for that Enrollee. The Contractor shall maintain documentation of its efforts to confirm whether the Enrollee or the person authorized to consent to treatment for that Enrollee requests, declines, or does not respond to efforts within ten (10) working days to confirm whether these services are being requested.

- (5) The Contractor shall participate in local and statewide efforts to assist Consumers in enrolling in healthcare coverage.
- i. Allied System Coordination:
- (1) The Contractor shall comply with the following GCBH Allied System Coordination Plans as amended, replaced or revised. GCBH Allied System Coordination Plans are available on the GCBH website: <http://www.gcbh.org>.
- i. DSHS Aging and Long Term Care Services Administration (AL TSA).
 - ii. Chemical Dependency and Substance Abuse services.
 - iii. DSHS Children's Administration.
 - iv. Community Health Clinics, Federally Qualified Health Centers (FQHCs), and Apple Health Plans.
 - v. Criminal Justice (courts, jails, law enforcement, public defender, Department of Corrections).
 - vi. DSHS Division of Vocational Rehabilitation.
 - vii. DSHS Juvenile Justice and Rehabilitation Administration (JJ & RA).
 - viii. Any Offender Re-entry Community Safety Program (ORCSP) within the boundaries of the RSN that is not a Subcontractor of the Contractor.
- j. Contractors who implement WISE as part of their service delivery shall adhere to the most current version of the WISE Manual and meet the requirements of the WISE Quality Management Plan. WISE documents can be found at <http://www.dshs.wa.gov/dbhr/childrensbehavioralhealth.shtml>.
- (1) Contractors who implement WISE as part of their service delivery must report on actions taken in response to WISE Quality Management Plan reports and associated outcomes.
 - (2) Contractors not yet implementing WISE as part of their service delivery shall incorporate and disseminate the Washington State Children's Behavioral Health Principles (Exhibit C) as guidelines for providing care to children, youth and their families.
- k. The Contractor 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:
- (1) A comprehensive transition plan linked across systems that identify goals, objectives, strategies, supports, and outcomes.
 - (2) Individual mental health needs in the context of a Transition Age Youth, which include supported transition to meaningful employment, post-secondary education, technical training, housing, community supports, natural supports, and cross-system coordination with other system providers.
 - (3) 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.
 - (4) Developmentally and culturally appropriate adult services that are relevant to the individual or population.
- l. The Contractor shall coordinate with DSHS, Home and Community Services (HCS) regional office to support the placement of persons discharged or diverted from state hospitals into HCS

placements. The Contractor shall comply with any GCBH MOU and/or Agreement established with HCS. GCBH MOUs and Agreements can be found at www.gcbh.org.

- (1) Whenever possible, prior to referring a person with a diagnosis of dementia for a 90 day commitment to a State Hospital:
 - i. Ensure that a request for Comprehensive Assessment Reporting Evaluation (CARE) is made as soon as possible after admission to a hospital psychiatric unit or Evaluation and Treatment facility in order to initiate placement activities for all persons who might be eligible for long-term care services. HCS has agreed to prioritize requests for CARE for individuals who have been detained to an Evaluation & Treatment facility or in another setting.
 - ii. Request and coordinate with HCS, a scheduled CARE for such persons. If the assessment indicates functional and financial eligibility for long-term care services, coordinate efforts with HCS to attempt a community placement prior to referral to the State Hospital.
- (2) For individuals (both those being discharged and those being diverted) whose CARE indicates likely functional and financial eligibility for long-term care services:
 - i. The Contractor will coordinate with HCS placement activities with one entity designated as being responsible for those activities. This designation will be documented in writing and agreed upon by both the Contractor and HCS. Where such designation is not made the responsibility shall be the Contractor's.
 - ii. The responsible entity will establish and coordinate a placement or discharge planning team that includes Contractor staff, HCS assessors, and other community partners, as necessary, to develop a plan of action for finding a safe, sustainable placement.
 - iii. The Contractor will ensure coordination and communication will occur between those participants involved in placement activities as identified by the discharge planning team.
 - iv. If a placement has not been found for an individual referred for long-term care services within 30 calendar days, the designated entity will convene a meeting to review the plan and to make adjustments as necessary. Such review meetings will occur at least every 30 calendar days until a placement is affected.
- (3) When individuals being discharged or diverted from State Hospitals are placed in a long-term care setting, the Contractor shall:
 - i. Coordinate with HCS and any residential provider to develop a crisis plan to support the placement. The model crisis plan format is available on the DSHS website.
 - ii. When the individual meets Access to Care Standards, coordinate with HCS and any residential provider in the development of a treatment plan that supports the viability of the HCS placement.

21. REMEDIAL ACTIONS

- a. GCBH may initiate remedial action if it is determined that any of the following situations exist:
 - (1) A problem exists that negatively impacts individuals receiving services.
 - (2) The Contractor has failed to perform any of the mental health services required in this Agreement.
 - (3) The Contractor has failed to develop, produce, and/or deliver to GCBH and/or DBHR any of

the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement.

- (4) The Contractor has failed to perform any administrative function required under this Agreement. For the purposes of this section, "administrative function" is defined as any obligation other than the actual provision of mental health services.
 - (5) The Contractor has failed to implement corrective action required by GCBH and/or the State and within GCBH and/or DSHS prescribed timeframes.
- b. GCBH may impose any one or more of the following remedial actions in any order:
- (1) Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to GCBH within 30 calendar days of notification. Corrective action plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. GCBH may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
 - i. Corrective action plans must include:
 - (A) A brief description of the situation requiring corrective action.
 - (B) The specific actions to be taken to remedy the situation.
 - (C) A timetable for completion of the actions.
 - (D) Identification of individuals responsible for implementation of the plan.
 - ii. Corrective action plans are subject to approval by GCBH, which may:
 - (A) Accept the plan as submitted.
 - (B) Accept the plan with specified modifications.
 - (C) Request a modified plan.
 - (D) Reject the plan.
 - iii. Any corrective action plan that was in place as part of a previous Agreement shall be applied to this Agreement in those areas where the Contract requirements are substantially similar.
 - (2) Withhold up to five percent (5%) of the next monthly capitation payment and each monthly capitation payment thereafter until the situation has been resolved. GCBH, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
 - i. Increase Withholdings identified above by up to an additional three percent (3%) for each successive month during which the remedial situation has not been resolved.
 - (3) Deny any incentive payment to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which GCBH provides incentives.
 - (4) Terminate for Default as described in the General Terms and Conditions.

22. GENERAL TERMS AND CONDITIONS

- a. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- (1) **Agreement** means this document, the General Terms and Conditions, and the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.
 - (2) **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The

- CFR may be accessed at <http://www.ecfr.gov>.
- (3) **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - (4) **Contractor** means the entity with which GCBH enters into this Agreement with.
 - (5) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - (6) **DSHS or the department or the Department** means the Department of Social and Health Services of the State of Washington.
 - (7) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - (8) **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - (9) **Secretary** means the individual appointed by the Governor, State of Washington as the head of DSHS or his/her designee.
 - (10) **Subcontract** means a separate Contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.
 - (11) **USC** means United States Code. All references to USC chapters or sections in this Agreement shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>.
 - (12) **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.
- b. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 - c. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of GCBH and the written assumption of the Contractor's obligations by the third party.
 - d. **Billing Limitations.** Unless otherwise specified in this Agreement, GCBH shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - e. **Compliance with Applicable Law.** At all times during the term of this Agreement the Contractor and GCBH shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
 - f. **Confidentiality.** The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly

connected with the performance of the services contemplated there under, except as provided by law; or in the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

The parties shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

- Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- Physically securing any computers, documents, or other media containing the Confidential Information.
- Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - Verifying after transmittal that the fax was received by the intended recipient.
- Following the requirements in Exhibit B.
- Sending paper documents containing Confidential Information via a Trusted System.
- Upon request by GCBH, at the end of the Contract term or when no longer needed, Confidential Information shall be returned to GCBH or Contractor shall certify in writing that they employed a GCBH approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the GCBH HIPAA Compliance Officer.
- Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
- Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the GCBH HIPAA Compliance Officer within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or GCBH.

- g. **Compliance with Additional Laws.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:
- All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.
 - All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.

- 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.
 - Any applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.
 - Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
 - Those specified in Title 18 RCW for professional licensing.
 - Reporting of abuse as required by RCW 26.44.030.
 - Industrial insurance coverage as required by Title 51 RCW.
 - Any other requirements associated with the receipt of federal funds.
 - 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.
 - Law enforcement or court inquiries regarding firearm permits. The Contractor shall respond in a full and timely manner to law enforcement or court requests for information necessary to determine the eligibility of a person to possess a pistol or be issued a concealed pistol license under RCW 9.41.070 or to purchase a pistol under RCW 9.41.090.
- h. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
- i. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. The Contractor shall immediately notify GCBH if, during the term of this Contract, Contractor becomes debarred. The Contractor also agrees to include the above requirement in all Subcontracts into which it enters.
- j. **Disputes.** When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute:
- Unless otherwise stated herein, disputes shall be determined by a Dispute board in the following manner: Each party to this Agreement shall appoint one member to the Dispute board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial

proceedings.

- k. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- l. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against GCBH involving this Agreement, venue shall be proper only in Benton County, Washington. In the event of a lawsuit by GCBH against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
- m. **HIPAA Compliance.** This section of the Agreement is the Business Associate Agreement as required by HIPAA.
- (1) Definitions:
- (a) Breach means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under the HIPAA Privacy Rule which compromises the security of privacy of the PHI, with the exclusions and exceptions listed in 45 CFR 164.402.
 - (b) Business Associate means the "Contractor" and generally has the same meaning as the term "Business Associate" in 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers or directors.
 - (c) Business Associate Agreement means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the US Department of Health and Human Services, Office for Civil Rights.
 - (d) Covered Entity means GCBH, a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.
 - (e) Designated Record Set means a group of records maintained by or for a Covered Entity, that is: the medical and billings records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.
 - (f) Electronic Protected Health Information (EPHI) means PHI that is transmitted by electronic media or maintained in any medium described in the definition of electronic media in 45 CFR 160.103.
 - (g) HIPAA means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (ARRA), Sec. 13400-13424, H.R. 1 (2009) (HITECH Act).
 - (h) HIPAA Rules means the Privacy, Security, Breach Notification and Enforcement Rules in 45 CFR Parts 160 and 164.
 - (i) Individual(s) means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (j) Minimum Necessary means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

- (k) Protected Health Information or PHI means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present or future physical or mental health or condition of an Individual; or the past, present or future payment for provision of health care to an Individual, see 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual, see 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI, see 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- (l) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- (m) Subcontractor, as used in this section, means a Business Associate that creates, receives, maintains or transmits PHI on behalf of another Business Associate.
- (n) Use means the sharing, employment, application, utilization, examination or analysis of PHI within an entity that maintains such information.
- (2) Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, HIPAA Rules and all attendant regulation as promulgated by the US Department of Health and Human Services, Office of Civil Rights.
- (3) Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- (a) Duty to Protect PHI. Business Associate shall protect PHI from and shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized use or disclosure of PHI other than as provided in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- (b) Minimum Necessary Standard. Business Associate shall apply this standard to any use or disclosure of PHI necessary to achieve the purposes of this Contract, see 45 CFR 164.514(d)(2) through (d)(5).
- (c) Disclosure of Part of the Provision of Services. Business Associate shall only use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (d) Use for Proper Management and Administration. Business Associate may use PHI for the proper management and administration of the Business Associate to carry out the legal responsibilities of the Business Associate.
- (e) Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the Proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the

disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (f) Impermissible Use or Disclosure of PHI. Business Associate shall report to GCBH in writing all uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized use or disclosure of PHI, including breaches of unsecured PHI as required in 45 CFR 164.410 (Notification by a Business Associate), as well as any security incident of which it becomes aware. Upon request by GCBH, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.
- (g) Failure to Cure. If GCBH learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by GCBH do not end the violation, GCBH shall terminate this Contract, if feasible. In addition, if the Business Associate learns of a pattern or practice of its subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the subcontract, if feasible.
- (h) Termination for Cause. Business Associate authorizes immediate termination of this Contract by GCBH, if GCBH determines that Business Associate has violated a material term of this Business Associate Agreement. GCBH may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- (i) Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of GCBH for use in determining compliance with HIPAA privacy requirements.
- (j) Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from GCBH or created, maintained or received by Business Associate, or any subcontractors, on behalf of GCBH, Business Associate shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to GCBH or destroy the remaining PHI that the Business Associate or any subcontractors shall maintain in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR 165 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any subcontractors retain the PHI;

- iv. Not use or disclose the PHI retained by Business Associate or any subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - v. Return to GCBH or destroy the PHI retained by Business Associate, or any subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (4) Survival. The obligations of this Business Associate under this section shall survive the termination or expiration of this Contract.
- (5) Individual Rights.
- (a) Accounting of Disclosures.
 - i. Business Associate shall document all disclosure, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - ii. Within ten (10) business days of a request from GCBH, Business Associate shall make available to GCBH the information in Business Associate's possession that is necessary for GCBH to respond in a timely manner to a request for an accounting of disclosure of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528 (b)(1).
 - iii. At the request of GCBH or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosure of PHI.
 - iv. Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.
 - (b) Access.
 - i. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by GCBH or the Individual as necessary to satisfy GCBH's obligations under 45 CFR 164.524 (Access of Individuals to Protected health Information).
 - ii. When the request is made by the Individual to the Business Associate or if GCBH asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by GCBH, the Business Associate shall provide the records to GCBH within (10) business days.
 - (c) Amendment.
 - i. If GCBH amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and GCBH has previously provided the PHI or record that is the subject of the amendment to Business Associate, then GCBH will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
 - ii. Business Associate shall make any amendments to Phi in a Designated Record Set as directed by GCBH or as necessary to satisfy GCBH's

obligations under 45 CFR 164.526 (Amendment of Protected health Information).

- (6) Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i) and 164.308(b)(2), Business Associate shall ensure that any agents, subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provision in this Contract with respect to such PHI. The same provision must also be included in any contracts by a Business Associate's subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- (7) Obligations. To the extent the Business Associate is to carry out one or more of GCBH's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to GCBH in the performance of such obligation(s).
- (8) Liability. Within ten (10) days, Business Associate must notify GCBH of any complaint, enforcement or compliance action initiated by the Office for civil Rights based on an allegation of violation of the HIPAA Rules and must inform GCBH of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its subcontractors or agents for which it is found liable.
- (9) Breach Notification.
 - (a) In the event of a breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from GCBH or involving GCBH clients, Business Associate will take all measures required by state or federal law.
 - (b) Business Associate will notify GCBH within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the PHI as defined in 45 CFR 164.402 (Definitions).
 - (c) Business Associate will notify the GCBH HIPAA Compliance Officer within one (1) business day by telephone or email of any potential breach of security or privacy of PHI by the Business Associate or its subcontractors or agents. Business Associate will follow telephone or email notification with a faxed or other written explanation of the breach, to include the following: date and time of breach, date breach was discovered, location and nature of the PHI, type of breach, origination and destination of PHI, Business Associate unit and personnel associated with the breach, detailed description of the breach, anticipated mitigation steps, and the name, address, telephone number, fax, number and email of the individual who is responsible as the primary point of contact. Business Associate will address communications to the GCBH HIPAA Compliance Officer. Business Associate will coordinate and cooperate with GCBH to provide a copy of its investigation and other information requested by GCBH, including advance copies of any notifications required for GCBH review before disseminating and verification of the dates notifications were sent.
 - (d) If GCBH determines that Business Associate or its subcontractors or agents are

responsible for a breach of unsecured PHI:

- i. Requiring notification of Individuals under 45 CFR 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
- ii. Requiring notification of the media under 45 CFR 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- iii. Requiring notification of the US Department of Health and Human Services Secretary under 45 CFR 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
- iv. GCBH will take appropriate remedial measures, up to termination of this Contract.

(e) Miscellaneous Provisions.

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

- n. **Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold harmless GCBH from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- o. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party for any other purpose.
- p. **Insurance.** GCBH certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found

liable.

- q. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- r. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- (1) Applicable Federal and State of Washington statutes and regulations.
 - (2) The General Terms & Conditions of this Agreement.
 - (3) The Special Terms & Conditions of this Agreement.
 - (4) Any Exhibits attached or incorporated into this Agreement by reference.
- s. **Ownership of Material.** Material created by the Contractor and paid for by GCBH as a part of this Agreement shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, GCBH shall have a perpetual license to use this material for DSHS internal purposes at no charge to GCBH, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- t. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. GCBH and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. GCBH and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either GCBH or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- u. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.
- v. **Subcontracting.** The Contractor may Subcontract services to be provided under this Agreement. If GCBH, the Contractor, and a Subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages rising from any act or

omission from the Contract, then GCBH shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the Subcontractor be unable to satisfy its joint and severable liability, GCBH and the Contractor shall share in the Subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than GCBH and the Contractor. This term shall not apply in the event of a settlement by either GCBH or the Contractor.

w. **Subrecipients.**

- (1) **General.** If the Contractor is a sub-recipient of federal awards as defined by the 2 CFR Part 200 and this Agreement, the Contractor shall:
 - i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.
 - ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of Contracts or grant Agreements that could have a material effect on each of its federal programs.
 - iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
 - iv. Incorporate 2 CFR Part 200, Subpart F audit requirements into all Agreements between the Contractor and its Subcontractors who are subrecipients.
 - v. Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200 and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - vi. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations through 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned federal laws and regulations.)
- (2) **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - i. Submit to the GCBH Chief Financial Officer or their designee, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 - ii. Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F, and prepare a "Summary Schedule of Prior Audit Finding", reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

- x. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.
- y. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to the following Sections: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.
- z. **Termination Due to Change in Funding.** If the funds upon which GCBH relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- aa. **Termination Due to Change in GCBH/DSHS Agreement.** In the event that changes to the terms of the 1915(b) (Medicaid) Mental Health Services Waiver program render this Agreement invalid in any way after the effective date of this Agreement and prior to its normal completion, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor, subject to re-negotiation (if applicable) under those new special terms and conditions.
- bb. **Termination for Convenience.** GCBH may terminate this Agreement in whole or in part for convenience by providing the Contractor at least thirty (30) calendar days' written notice addressed to the Contractor at the address shown on the cover page of this Agreement. The Contractor may terminate this Agreement for convenience by providing GCBH at least thirty (30) calendar days' written notice addressed to: GCBH, Attn: GCBH Contracts Coordinator, 101 N Edison St, Kennewick, WA 99336.
- cc. **Termination for Default.**
- (1) GCBH may immediately terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if GCBH has a reasonable basis to believe that the Contractor has:
 - i. Failed to meet or maintain any requirement for contracting with GCBH.
 - ii. Failed to protect the health or safety of any GCBH client.
 - iii. Failed to perform under, or otherwise breached, any term or condition of this Agreement, or any provision of this Agreement.
 - iv. Violated any law, regulation rule or ordinance applicable to this Agreement.
 - (2) Before GCBH may terminate this Agreement for default, GCBH shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the Agreement. GCBH may terminate the Agreement for default without such written notice and without opportunity for correction if GCBH has a reasonable basis to believe that a client's health or safety is in jeopardy.

- (3) The Contractor may terminate this Agreement for default, in whole or in part, by written notice to GCBH, if the Contractor has a reasonable basis to believe that GCBH has:
- i. Failed to meet or maintain any requirement for contracting with the Contractor;
 - ii. Failed to perform under any provision of this Agreement;
 - iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - iv. Otherwise breached any provision or condition of this Agreement.
- (4) Before the Contractor may terminate this Agreement for default, the Contractor shall provide GCBH with written notice of GCBH's noncompliance with the Agreement and provide GCBH a reasonable opportunity to correct GCBH's noncompliance. If GCBH does not correct GCBH's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
- dd. **Termination for Failed Program Integrity.** GCBH may immediately terminate this Contract by providing Contractor written notice if any of the following occurs:
- (1) Any owner of the Contractor becomes Debarred.
 - (2) Failure to provide accurate and timely information required by 42 CFR 455.106(a), 42 CFR 455 Subpart E, 42 CFR 455.416(d) by the Contractor, any Owner, Agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational control, or who directly or indirectly conducts operations of the Contractor.
 - (3) The Contractor's owners do not cooperate with any screening methods required under 42 CFR 455.455, Subpart E, 42 CFR 455.416(a).
 - (4) The Contractor's owners are convicted of a criminal offense related to the persons involvement with the Medicare, Medicaid or Title XXI program in the last 10 years, 42 CFR 455.416(b).
 - (5) The Contractor has been terminated under Title XVIII of the Social Security Act, or under any States Medicaid or CHIP program, 42 CFR 455.416(c).
 - (6) Failure to comply with this a request for the Contractor or its owners, to provide to DSHS fingerprints in a form determined by DSHS within 30 days of a CMS or DSHS agency request, 42 CFR 455.434(b) (2), 42 CFR 455.416 (e), 42 CFR 455.450(d).
 - (7) Failed to permit GCBH access to any of the Contractor's locations for site visits under 42 CFR 455.432, 42 CFR 455.416(f).
 - (8) GCBH determines that the Contractor has falsified any information provided to GCBH and/or DSHS, 42 CFR 455.16(g).
- ee. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- (1) The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
 - (2) The Contractor shall promptly deliver to the GCBH contact person (or to his or her successor) listed on the first page of this Agreement, all GCBH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return GCBH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

The Contractor shall take reasonable steps to protect and preserve any property of GCBH that is in the possession of the Contractor pending return to GCBH.

- (3) GCBH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. GCBH 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 GCBH.
- (4) If GCBH terminates this Agreement for default, GCBH may withhold a sum from the final payment to the Contractor that GCBH determines is necessary to protect GCBH against loss or additional liability. GCBH shall be entitled to all remedies available at law, in equity, or under this Agreement due to Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in section 21.n. entitled "Lawsuits".

- ff. **Termination Notice Requirements.** Contractor must provide the GCBH Contracts Coordinator with at least ninety (90) calendar days written notice if Contractor decides to voluntarily terminate, refuses to renew, or refuses to sign a mandatory amendment to this Agreement. If the Contractor terminates this Agreement or will not be entering into any subsequent Agreements, GCBH shall require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with GCBH. Funds shall be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must give notice at least ninety (90) calendar days prior to the end of the contract if a decision is made not to enter into a subsequent agreement. Any funds not spent for the provision of services under this Contract shall be returned to GCBH with sixty (60) calendar days of the last day this Agreement is in effect. In addition, the Contractor will work with GCBH to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to GCBH consumers. The transition plan shall address all issues leading to the transition of the Contractor functions to GCBH, or another service provider, such as the use of Reserves, claims reconciliation, and of all items and/or requirements of the Contractor that extend beyond the termination of services.
- gg. **Treatment of Client Property.** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting client access to, or possession or use of lawful or unlawful weapons and drugs).
- hh. **Title to Property.** Title to all property purchased or furnished by GCBH for use by the Contractor during the term of this Agreement shall remain with GCBH. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by GCBH under this Agreement shall pass to and vest in GCBH. The Contractor shall take reasonable steps to

protect and maintain all GCBH property in its possession against loss or damage and shall return GCBH property to GCBH upon Agreement termination or expiration, reasonable wear and tear accepted.

- ii. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in section 21.b, Amendment. Only GCBH Director or their designee has the authority to waive any term or condition of this Agreement on behalf of GCBH.

23. SPECIAL TERMS AND CONDITIONS

a. Administrative Review Activities.

- (1) The Contractor shall notify GCBH when an entity other than GCBH performs any audit or review described below related to any activity contained in this Agreement. GCBH, the Department of Social and Health Services, 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:
 - Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.
 - Reviews regarding the quality, appropriateness, and timeliness of mental health services provided under this Agreement.
 - Audits and inspections of financial records of the Contractor or subcontractor. (42 CFR 438.6(g)).
 - Audit and inspect any books and records of the Contractor and of any subcontractor, that pertain to the ability of the entity to bear the risk of potential financial losses, or to services performed or determinations of amounts payable under the contract. (1903(m)(A)(iv))
 - On-site inspections of any and all Contractor and subcontractor locations.
- (2) The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by GCBH, DSHS or other Washington State Departments.
- (3) Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.
- (4) The Contractor shall maintain information necessary to promptly respond to written requests by GCBH. The Contractor shall submit information detailing the amount spent throughout its service area on specific items upon request by GCBH.

- b. **Commercial General Liability Insurance (CGL).** If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and

liability assumed under an insured Contract. GCBH and its elected and appointed officials, agents, and employees shall be named as additional insureds. The Contractor shall provide up to date copies of the policy to GCBH upon execution of this Agreement. The Contractor shall notify GCBH within one (1) working day of any changes in coverage.

c. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:

- (1) Title XIX and Title XXI of the Social Security Act and Title 42 of the Code of Federal Regulations.
- (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.
- (3) Law enforcement or court inquiries regarding firearm permits. The Contractor shall respond in a full and timely manner to law enforcement or court requests for information necessary to determine the eligibility of a person to possess a pistol or to be issued a concealed pistol license under RCW 9.41.070 or to purchase a pistol under RCW 9.41.090.

d. **Confidentiality of Personal Information:**

- (1) The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A. The Contractor shall have a process in place to ensure that all components of its provider network and system understand and comply with confidentiality requirements for publicly funded mental health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement and the State Medicaid Plan. Such purposes include, but are not limited to:
 - i. Establishing eligibility.
 - ii. Determining the amount of medical assistance.
 - iii. Providing services for recipients.
 - iv. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan.
 - v. Assuring compliance with federal and State laws and regulations, and with terms and requirements of the Agreement.
- (2) The Contractor shall (and require its subcontractors and providers to do so) establish and implement procedures consistent with all confidentiality requirements of the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) for medical records and any other health and enrollment information that identifies a particular Enrollee.
- (3) The Contractor shall prevent inappropriate access to confidential data and/or data systems used to hold confidential client information by taking, at a minimum, the following actions:
 - Verify the identity or authenticate all of the system's human users before

- allowing them access to any confidential data or data system capabilities.
 - Authorize all user access to client applications.
 - Protect application data from unauthorized use when at rest.
 - Keep any sensitive data or communications private from unauthorized individuals and programs.
 - Notify the GCBH HIPAA Compliance Officer within five (5) business days whenever an authorized user with access rights leaves employment or has a change of duties such that the user no longer requires access. If the removal of access is emergent, include that information with the notification.
 - (4) In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from any GCBH data system, the Contractor shall comply with all requirements of the HIPAA Security and Privacy for Breach Notifications and as otherwise required by State or Federal law.
 - (5) GCBH reserves the right at any time to conduct audits of system access and use, and to investigate possible violations of this Agreement and/or violations of Federal and State laws and regulations governing access to protected health information contained in GCBH data systems.
 - (6) The Contractor understands that GCBH reserves the right to withdraw access to any of its confidential data systems at any time for any reason.
- e. **Declaration That Individuals Served Under the Medicaid and Other Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although GCBH and the Contractor mutually recognize that services under this Agreement shall be provided by the Contractor to individuals receiving services under the Medicaid program, and RCW 71.05, RCW 71.24, and RCW 71.34, it is not the intention of either GCBH or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.
- f. **Lawsuits.** Nothing in this Agreement shall be construed to mean that the Contractor, 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.
- g. **Lobby Activities Prohibited.** Federal Funds must not be used for Lobbying activities.
- h. **Medicaid State Plan Amendments.** If the Medicaid State Plan is amended the Contractor shall implement any changes to the provision of Medically Necessary mental health services no later than 30 calendar days following CMS approval of the amended plan.
- i. **Records Retention.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six (6) year

period, whichever is later.

- (1) The Contractor shall maintain records sufficient to:
 - i. Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456, 42 CFR §456.111, and 42 CFR §456.211.
 - ii. Document performance of all acts required by law, regulation, or this Agreement.
 - iii. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
 - iv. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to GCBH and all expenditures made by the Contractor to perform as required by this Agreement.
- (2) The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by GCBH or other Washington State Departments.
- (3) Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.
- (4) GCBH shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made, including the Department's rate setting activities related to the Contractor, or other actions taken in regard to the Contractor's performance of the services described herein.

- j. **Procurement of Recovered Materials.** Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247, Subpart B – Item Designation that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Care Standards – 1/1/06

Eligibility Requirements for Authorization of Services for Medicaid Adults & Medicaid Older Adults

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Adult & Older Adult Disorders.
 - * The individual’s impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual’s unmet need cannot be more appropriately met by any other formal or informal system or support.

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Goal & Period of Authorization*	<p>Brief Intervention Treatment/short term crisis resolution is necessary for the purpose of strengthening ties within the community, identifying and building on innate strengths of the family and/or other natural supports and preventing the need for long term treatment OR long term low intensity treatment is provided allowing a person who has previously received treatment at a higher level of care to maintain their recovery.</p> <p>The period of authorization may be up to six months of care OR may be up to twelve months of care when an individual is receiving long term, low intensity treatment.</p>	<p>Longer term treatment is necessary to achieve or maintain stability OR requires high intensity treatment to prevent hospitalization, out of home placement and/or decrease the use of other costly services.</p> <p>The period of authorization may be up to six months of care OR may be up to twelve months of care as determined by medical necessity and treatment goal(s).</p>
Functional Impairment <u>Must be the result of a mental illness.</u>	<ul style="list-style-type: none"> * Must demonstrate moderate functional impairment in at least <u>one</u> life domain requiring assistance in order to meet the identified need AND- * <u>Impairment is evidenced by a Global Assessment of Functioning (GAF) Score of 60 or below.</u> <p>Domains include:</p> <ul style="list-style-type: none"> * Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications * Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs 	<ul style="list-style-type: none"> * Must demonstrate serious functional impairment in at least <u>one</u> life domain requiring assistance in order to meet the identified need AND- * <u>Impairment is evidenced by a Global Assessment of Functioning (GAF) Score of 50 or below.</u> <p>Domains include:</p> <ul style="list-style-type: none"> * Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications * Cultural Factors * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs

Access to Care Standards – 1/1/06

Eligibility Requirements for Authorization of Services for Medicaid Adults & Medicaid Older Adults

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Adult & Older Adult Disorders.
 - * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual's unmet need cannot be more appropriately met by any other formal or informal system or support.

** = Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Covered Diagnosis	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Special population consultation should be considered. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Adult & Older Adult Disorders)	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Special population consultation should be considered. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Adult & Older Adult Disorders)
Supports & Environment*	May have limited social supports and impaired interpersonal functioning due to mental illness. Individual and natural supports may lack resources or have difficulty accessing entitlements (food, income, coupons, transportation) or available community resources; language and/or cultural factors may pose barriers to accessing services. May be involvement with one or more additional formal systems requiring coordination. Requires treatment to develop supports, address needs and remain in the community.	May have lack of or severely limited natural supports in the community due to mental illness. May be involvement with one or more formal systems requiring coordination in order to achieve goals. Active outreach may be needed to ensure treatment involvement. Situation exceeds the resources of the natural support system.
Minimum Modality Set	Access to the following modalities is based on clinical assessment, medical necessity and individual need. Individuals may be referred for the following treatment: * Brief Intervention Treatment * Medication Management * Psychoeducation * Group Treatment The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.	Access to the following modalities is based on clinical assessment, medical necessity and individual need. <u>In addition to the modalities listed in Level of Care One</u> , individuals may be referred for the following treatment: * Individual Treatment * Medication Monitoring * Peer Support The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.
Dual Diagnosis	Individuals who have both a covered and a non-covered diagnosis are eligible for service based on the covered diagnosis.	Individuals who have both a covered and a non-covered diagnosis are eligible for service based on the covered diagnosis.

Access to Care Standards – 1/1/06

Eligibility Requirements for Authorization of Services for Medicaid Children & Youth

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
 - * The individual’s impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual’s unmet need would not be more appropriately met by any other formal or informal system or support.

*** = Descriptive Only**

	Level One - Brief Intervention	Level Two - Community Support
Goal & Period of Authorization*	<p>Brief Intervention Treatment/short term crisis resolution is necessary for the purpose of strengthening ties within the community, identifying and building on innate strengths of the family and/or other natural supports and preventing the need for long term treatment OR long term low intensity treatment is provided allowing a person who has previously received treatment at a higher level of care to maintain their recovery.</p> <p>The period of authorization may be up to six months of care OR may be up to twelve months of care when an individual is receiving long term, low intensity treatment.</p>	<p>Longer term treatment is necessary to achieve or maintain stability OR requires high intensity treatment to prevent hospitalization, out of home placement and/or decrease the use of other costly services.</p> <p>The period of authorization may be up to six months of care OR may be up to twelve months of care as determined by medical necessity and treatment goal(s).</p>
Functional Impairment Must be the result of an emotional disorder or a mental illness.	<ul style="list-style-type: none"> * Must demonstrate moderate functional impairment in at least one life domain requiring assistance in order to meet the identified need AND- * <u>Impairment is evidenced by a Children’s Global Assessment Scale (CGAS) Score of 60 or below.</u> (Children under 6 are exempted from CGAS.) <p>Domains include: Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications</p> <p>Cultural Factors</p> <ul style="list-style-type: none"> * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill needs 	<ul style="list-style-type: none"> * Must demonstrate severe and persistent functional impairment in at least one life domain requiring assistance in order to meet identified need AND- * <u>Impairment is evidenced by a Children’s Global Assessment Scale (CGAS) Score of 50 or below.</u> (Children under 6 are exempted from CGAS.) <p>Domains include: Health & Self-Care, including the ability to access medical, dental and mental health care to include access to psychiatric medications</p> <p>Cultural Factors</p> <ul style="list-style-type: none"> * Home & Family Life Safety & Stability * Work, school, daycare, pre-school or other daily activities * Ability to use community resources to fulfill need

Access to Care Standards – 1/1/06

Eligibility Requirements for Authorization of Services for Medicaid Children & Youth

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
 - * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual's unmet need would not be more appropriately met by any other formal or informal system or support.
- * = Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Covered Diagnosis	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Consultation with a children's mental health specialist is required. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Childhood Disorders)	Assessment is provided by or under the supervision of a mental health professional and determines the presence of a covered mental health diagnosis. Consultation with a children's mental health specialist is required. Diagnosis A = Covered Diagnosis B = Covered + One Additional Criteria (See Covered Childhood Disorders)
Supports & Environment*	Natural support network is experiencing challenges, i.e., multiple stressors in the home; family or caregivers lack resources or have difficulty accessing entitlements (food, income, coupons, transportation) or available community resources; language and/or cultural factors may pose barriers to accessing services. May be involvement with one or more child serving systems requiring coordination.	Significant stressors are present in home environment, i.e., change in custodial adult; out of home placement; abuse or history of abuse; and situation exceeds the resources of natural support system. May be involvement with one or more child serving system requiring coordination.
EPSDT Plan	Level One Services are defined as short-term mental health services for children/families with less severe need. An ISP should be developed and appropriate referrals made. Children eligible for Level One EPSDT services in the 1992 EPSDT plan are included here.	Children eligible for Level Two EPSDT services in the 1992 EPSDT plan are defined as needing longer term, multi-agency services designed to meet the complex needs of an individual child and family. Level Two is authorized for children with multi-system needs or for children who are high utilizers of services from multiple agencies. EPSDT children authorized for this level will be referred to and may require an individual treatment team in accordance with the EPSDT Plan.

**Access to Care Standards – 1/1/06
Eligibility Requirements for Authorization of Services for Medicaid Children & Youth**

Please note: The following standards reflect the authorization criteria that can be applied. The standards should not be applied as continuing stay criteria.

- An individual must meet all of the following before being considered for a level of care assignment:**
- * The individual is determined to have a mental illness. The diagnosis must be included as a covered diagnosis in the list of Covered Childhood Disorders.
 - * The individual's impairment(s) and corresponding need(s) must be the result of a mental illness.
 - * The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness.
 - * The individual is expected to benefit from the intervention.
 - * The individual's unmet need would not be more appropriately met by any other formal or informal system or support.

* = *Descriptive Only*

	Level One - Brief Intervention	Level Two - Community Support
Minimum Modality Set	<p>Access to the following modalities is based on clinical assessment, medical necessity and individual need. Individuals may be referred for the following treatment:</p> <ul style="list-style-type: none"> * Brief Intervention Treatment * Medication Management * Psychoeducation * Group Treatment * Family Supports <p>The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.</p>	<p>Access to the following modalities is based on clinical assessment, medical necessity and individual need. <u>In addition to the modalities listed in Level of Care One, individuals may be referred for the following treatment:</u></p> <ul style="list-style-type: none"> * Individual Treatment * Medication Monitoring <p>The full scope of available treatment modalities may be provided based on clinical assessment, medical necessity and individual need.</p>
Dual Diagnosis	Individuals who have both a covered and a non-covered diagnosis may be eligible for service based on the covered diagnosis.	Individuals who have both a covered and a non-covered diagnosis may be eligible for service based on the covered diagnosis.

Washington State Medicaid Program
Minimum Covered Diagnoses for Medicaid Adults & Medicaid Older Adults
1/1/06

Washington State defines acutely mentally ill, chronically mental ill adult, seriously disturbed person, and severely emotionally disturbed child in RCW 71.24 and RCW 71.05. The following diagnoses are considered to further interpret the statute criteria in establishing eligibility under the Washington State Medicaid Program. Additional eligibility requirements must be met to qualify for outpatient mental health services. Minimum eligibility requirements for authorization of services for Medicaid Adults and Older Adults are further defined in the Access to Care Standards.

Please note: The following covered diagnoses must be considered for eligibility.

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A - Covered B = Covered with Additional Criteria
ATTENTION-DEFICIT AND DISRUPTIVE BEHAVIOR DISORDERS		
314.01	Attention-Deficit/Hyperactivity Disorder, Combined type	B
314.00	Attention-Deficit/Hyperactivity Disorder, Predominantly Inattentive Type	B
314.01	Attention-Deficit/Hyperactivity Disorder, Predominantly Hyperactive-Impulsive Type	B
314.9	Attention-Deficit/Hyperactivity Disorder DOS	B
DEMENTIA		
294.10	Dementia of the Alzheimer's Type, With Early Onset Without Behavioral Disturbance	B
294.11	Dementia of the Alzheimer's Type, With Early Onset With Behavioral Disturbance	B
294.10	Dementia of the Alzheimer's Type, With Late Onset Without Behavioral Disturbance	B
294.11	Dementia of the Alzheimer's Type, With Late Onset With Behavioral Disturbance	B
290.40	Vascular Dementia Uncomplicated	B
290.41	Vascular Dementia With Delirium	B
290.42	Vascular Dementia With Delusions	B
290.43	Vascular Dementia With Depressed Mood	B
294.10	Dementia Due to HIV Disease Without Behavioral Disturbance	B
294.11	Dementia Due to HIV Disease With Behavioral Disturbance	B
294.10	Dementia Due to Head Trauma Without Behavioral Disturbance	B
294.11	Dementia Due to Head Trauma With Behavioral Disturbance	B
294.10	Dementia Due to Parkinson's Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Parkinson's Disease With Behavioral Disturbance	B
294.10	Dementia Due to Huntington's Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Huntington's Disease With Behavioral Disturbance	B
294.10	Dementia Due to Pick's Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Pick's Disease With Behavioral Disturbance	B
294.10	Dementia Due to Creutzfeldt-Jakob Disease Without Behavioral Disturbance	B
294.11	Dementia Due to Creutzfeldt-Jakob Disease With Behavioral Disturbance	B
294.10	Dementia Due to... (Indicate the General Medical Condition not listed above) Without Behavioral Disturbance	B
294.11	Dementia Due to... (Indicate the General Medical Condition not listed above) With Behavioral Disturbance	B
---	Substance-Induced Persisting Dementia (refer to Substance-related Disorders for substance specific codes)	B
---	Dementia Due to Multiple Etiologies	B
294.8	Dementia NOS	B
OTHER COGNITIVE DISORDERS		
294.9	Cognitive Disorder NOS	B
SCHIZOPHRENIA AND OTHER PSYCHOTIC DISORDERS		

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
295.30	Schizophrenia Paranoid Type	A
295.10	Schizophrenia Disorganized Type	A
295.20	Schizophrenia Catatonic Type	A
295.90	Schizophrenia Undifferentiated Type	A
295.60	Schizophrenia Residual Type	A
295.40	Schizophreniform Disorder	A
295.70	Schizoaffective Disorder	A
297.1	Delusional Disorder	A
298.8	Brief Psychotic Disorder	A
297.3	Shared Psychotic Disorder	A
293.81	Psychotic Disorder Due to <i>(Indicate the General Medical Condition)</i> With Delusions	A
293.82	Psychotic Disorder Due to <i>(Indicate the General Medical Condition)</i> With Hallucinations	A
298.9	Psychotic Disorder NOS	A
MOOD DISORDERS		
DEPRESSIVE DISORDERS		
296.21	Major Depressive Disorder Single Episode, Mild	A
296.22	Major Depressive Disorder Single Episode, Moderate	A
296.23	Major Depressive Disorder Single Episode, Severe Without Psychotic Features	A
296.24	Major Depressive Disorder Single Episode, Severe With Psychotic Features	A
296.25	Major Depressive Disorder Single Episode, In Partial Remission	A
296.26	Major Depressive Disorder Single Episode, In Full Remission	A
296.20	Major Depressive Disorder Single Episode, Unspecified	A
296.31	Major Depressive Disorder Recurrent, Mild	A
296.32	Major Depressive Disorder Recurrent, Moderate	A
296.33	Major Depressive Disorder Recurrent, Severe Without Psychotic Features	A
296.34	Major Depressive Disorder Recurrent, Severe With Psychotic Features	A
296.35	Major Depressive Disorder Recurrent, In Partial Remission	A
296.36	Major Depressive Disorder Recurrent, In Full Remission	A
296.30	Major Depressive Disorder Recurrent, Unspecified	A
300.4	Dysthymic Disorder	B
311	Depressive Disorder NOS	B
BIPOLAR DISORDERS		
296.01	Bipolar I Disorder Single Manic Episode, Mild	A
296.02	Bipolar I Disorder Single Manic Episode, Moderate	A
296.03	Bipolar I Disorder Single Manic Episode, Severe Without Psychotic Features	A
296.04	Bipolar I Disorder Single Manic Episode, Severe With Psychotic Features	A
296.05	Bipolar I Disorder Single Manic Episode, In Partial Remission	A
296.06	Bipolar I Disorder Single Manic Episode, In Full Remission	A
296.00	Bipolar I Disorder Single Manic Episode, Unspecified	A
296.40	Bipolar I Disorder Most Recent Episode Hypomanic	A
296.41	Bipolar I Disorder Most Recent Episode Manic, Mild	A
296.42	Bipolar I Disorder Most Recent Episode Manic, Moderate	A
296.43	Bipolar I Disorder Most Recent Episode Manic, Severe Without Psychotic Features	A
296.44	Bipolar I Disorder Most Recent Episode Manic, Severe With Psychotic Features	A
296.45	Bipolar I Disorder Most Recent Episode Manic, In Partial Remission	A
296.46	Bipolar I Disorder Most Recent Episode Manic, In Full Remission	A
296.40	Bipolar I Disorder Most Recent Episode Manic, Unspecified	A
296.61	Bipolar I Disorder Most Recent Episode Mixed, Mild	A
296.62	Bipolar I Disorder Most Recent Episode Mixed, Moderate	A

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A - Covered B - Covered with Additional Criteria
296.63	Bipolar I Disorder Most Recent Episode Mixed, Severe Without Psychotic Features	A
296.64	Bipolar I Disorder Most Recent Episode Mixed, Severe With Psychotic Features	A
296.65	Bipolar I Disorder Most Recent Episode Mixed, In Partial Remission	A
296.66	Bipolar I Disorder Most Recent Episode Mixed, In Full Remission	A
296.60	Bipolar I Disorder Most Recent Episode Mixed, Unspecified	A
296.51	Bipolar I Disorder Most Recent Episode Depressed, Mild	A
296.52	Bipolar I Disorder Most Recent Episode Depressed, Moderate	A
296.53	Bipolar I Disorder Most Recent Episode Depressed, Severe Without Psychotic Features	A
296.54	Bipolar I Disorder Most Recent Episode Depressed, Severe With Psychotic Features	A
296.55	Bipolar I Disorder Most Recent Episode Depressed, In Partial Remission	A
296.56	Bipolar I Disorder Most Recent Episode Depressed, In Full Remission	A
296.50	Bipolar I Disorder Most Recent Episode Depressed, Unspecified	A
296.7	Bipolar I Disorder Most Recent Episode Unspecified	A
296.89	Bipolar II Disorder	A
301.13	Cyclothymic Disorder	B
296.80	Bipolar Disorder NOS	A
296.90	Mood Disorder NOS	B
	ANXIETY DISORDERS	
300.01	Panic Disorder Without Agoraphobia	B
300.21	Panic Disorder With Agoraphobia	B
300.22	Agoraphobia Without History of Panic Disorder	B
300.29	Specific Phobia	B
300.23	Social Phobia	B
300.3	Obsessive-Compulsive Disorder	B
309.81	Posttraumatic Stress Disorder	A
308.3	Acute Stress Disorder	A
300.02	Generalized Anxiety Disorder	B
300.00	Anxiety Disorder NOS	B
	SOMATOFORM DISORDERS	
300.81	Somatization Disorder	B
300.82	Undifferentiated Somatoform Disorder	B
300.11	Conversion Disorder	B
307.80	Pain Disorder Associated With Psychological Factors	B
307.89	Pain Disorder Associated With Both Psychological Factors and a General Medical Condition	B
300.7	Hypochondriasis	B
300.7	Body Dysmorphic Disorder	B
300.82	Somatoform Disorder NOS	B
	FACTITIOUS DISORDERS	
300.16	Factitious Disorder With Predominantly Psychological Signs and Symptoms	B
300.19	Factitious Disorder With Predominantly Physical Signs and Symptoms	B
300.19	Factitious Disorder With Combined Psychological and Physical Signs and Symptoms	B
300.19	Factitious Disorder NOS	B
	DISSOCIATIVE DISORDERS	
300.12	Dissociative Amnesia	B
300.13	Dissociative Fugue	B
300.14	Dissociative Identity Disorder	B
300.6	Depersonalization Disorder	B
300.15	Dissociative Disorder NOS	B

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
SEXUAL AND GENDER IDENTITY DISORDERS		
EATING DISORDERS		
307.1	Anorexia Nervosa	B
307.51	Bulimia Nervosa	B
307.50	Eating Disorder NOS	B
ADJUSTMENT DISORDERS		
309.0	Adjustment Disorder With Depressed Mood	B
309.24	Adjustment Disorder With Anxiety	B
309.28	Adjustment Disorder With Mixed Anxiety and Depressed Mood	B
309.3	Adjustment Disorder With Disturbance of Conduct	B
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct	B
309.9	Adjustment Disorder Unspecified	B
PERSONALITY DISORDERS		
301.0	Paranoid Personality Disorder	B
301.20	Schizoid Personality Disorder	B
301.22	Schizotypal Personality Disorder	B
301.7	Antisocial Personality Disorder	B
301.83	Borderline Personality Disorder	B
301.50	Histrionic Personality Disorder	B
301.81	Narcissistic Personality Disorder	B
301.82	Avoidant Personality Disorder	B
301.6	Dependent Personality Disorder	B
301.4	Obsessive-Compulsive Personality Disorder	B
301.9	Personality Disorder NOS	B

Additional Criteria for Diagnosis B

An individual with a "B" diagnosis must meet **at least one** of the following criteria to be considered for a level of care placement decision. Behaviors/symptoms must be the result of a mental illness.

- * High Risk Behavior demonstrated during the previous ninety days – aggressive and/or dangerous, puts self or others at risk of harm, is at risk of grave disability, is at risk of psychiatric hospitalization or at risk of loss of current placement due to the symptoms of a mental illness
- * Two or more hospital admissions due to a mental health diagnosis during the previous two years
- * Psychiatric hospitalization or residential treatment due to a mental health diagnosis of more than six months duration in the previous year **OR** is currently being discharged from a psychiatric hospitalization
- * Received public mental health treatment on an outpatient basis within the PIHP system during the previous ninety days and will deteriorate if services are not resumed (crisis intervention is not considered outpatient treatment)

*Washington State Medicaid Program
Minimum Covered Diagnoses for Medicaid Children & Youth
1/1/06*

Washington State defines acutely mentally ill, chronically mental ill adult, seriously disturbed person, and severely emotionally disturbed child in RCW 71.24 and RCW 71.05. The following diagnoses are considered to further interpret the statute criteria in establishing eligibility under the Washington State Medicaid Program. Additional eligibility requirements must be met to qualify for outpatient mental

health services. Minimum eligibility requirements for authorization of services for Medicaid Children and Youth are further defined in the Access to Care Standards.

Please note: The following covered diagnoses must be considered for coverage.

DSM-IV-TR CODE	DSM-IV-TR DEFINITION	A = Covered B = Covered with Additional Criteria
ATTENTION-DEFICIT AND DISRUPTIVE BEHAVIOR DISORDERS		
314.01	Attention-Deficit/Hyperactivity Disorder, Combined type	B
314.00	Attention-Deficit/Hyperactivity Disorder, Predominantly Inattentive Type	B
314.01	Attention-Deficit/Hyperactivity Disorder, Predominantly Hyperactive-Impulsive Type	B
314.9	Attention-Deficit/Hyperactivity Disorder DOS	B
312.81	Conduct Disorder, Childhood-Onset Type	B
312.82	Conduct Disorder, Adolescent-Onset Type	B
312.89	Conduct Disorder, Unspecified Onset	B
313.81	Oppositional Defiant Disorder	B
312.9	Disruptive Behavior Disorder NOS	B
OTHER DISORDERS OF INFANCY, CHILDHOOD, OR ADOLESCENCE		
309.21	Separation Anxiety Disorder	A
313.23	Selective Mutism	B
313.89	Reactive Attachment Disorder of Infancy or Early Childhood	B
307.3	Stereotypical Movement Disorder	B
313.9	Disorder of Infancy, Childhood, or Adolescence NOS	B
SCHIZOPHRENIA AND OTHER PSYCHOTIC DISORDERS		
295.30	Schizophrenia Paranoid Type	A
295.10	Schizophrenia Disorganized Type	A
295.20	Schizophrenia Catatonic Type	A
295.90	Schizophrenia Undifferentiated Type	A
295.60	Schizophrenia Residual Type	A
295.40	Schizophreniform Disorder	A
295.70	Schizoaffective Disorder	A
297.1	Delusional Disorder	A
298.8	Brief Psychotic Disorder	A
297.3	Shared Psychotic Disorder	A
293.81	Psychotic Disorder Due to <i>(Indicate the General Medical Condition) With Delusions</i>	A
293.82	Psychotic Disorder Due to <i>(Indicate the General Medical Condition) With Hallucinations</i>	A
298.9	Psychotic Disorder NOS	A

MOOD DISORDERS		
DEPRESSIVE DISORDERS		
296.22	Major Depressive Disorder Single Episode, Moderate	A
296.23	Major Depressive Disorder Single Episode, Severe Without Psychotic Features	A
296.24	Major Depressive Disorder Single Episode, Severe With Psychotic Features	A
296.25	Major Depressive Disorder Single Episode, In Partial Remission	A
296.26	Major Depressive Disorder Single Episode, In Full Remission	A
296.20	Major Depressive Disorder Single Episode, Unspecified	A
296.31	Major Depressive Disorder Recurrent, Mild	A
296.32	Major Depressive Disorder Recurrent, Moderate	A
296.33	Major Depressive Disorder Recurrent, Severe Without Psychotic Features	A
296.34	Major Depressive Disorder Recurrent, Severe With Psychotic Features	A
296.35	Major Depressive Disorder Recurrent, In Partial Remission	A
296.36	Major Depressive Disorder Recurrent, In Full Remission	A
296.30	Major Depressive Disorder Recurrent, Unspecified	A
300.4	Dysthymic Disorder	A
311	Depressive Disorder NOS	A
BIPOLAR DISORDERS		
296.01	Bipolar I Disorder Single Manic Episode, Mild	A
296.02	Bipolar I Disorder Single Manic Episode, Moderate	A
296.03	Bipolar I Disorder Single Manic Episode, Severe Without Psychotic Features	A
296.04	Bipolar I Disorder Single Manic Episode, Severe With Psychotic Features	A
296.05	Bipolar I Disorder Single Manic Episode, In Partial Remission	A
296.06	Bipolar I Disorder Single Manic Episode, In Full Remission	A
296.00	Bipolar I Disorder Single Manic Episode, Unspecified	A
296.40	Bipolar I Disorder Most Recent Episode Hypomanic	A
296.41	Bipolar I Disorder Most Recent Episode Manic, Mild	A
296.42	Bipolar I Disorder Most Recent Episode Manic, Moderate	A
296.43	Bipolar I Disorder Most Recent Episode Manic, Severe Without Psychotic Features	A
296.44	Bipolar I Disorder Most Recent Episode Manic, Severe With Psychotic Features	A
296.45	Bipolar I Disorder Most Recent Episode Manic, In Partial Remission	A
296.46	Bipolar I Disorder Most Recent Episode Manic, In Full Remission	A
296.40	Bipolar I Disorder Most Recent Episode Manic, Unspecified	A
296.61	Bipolar I Disorder Most Recent Episode Mixed, Mild	A
296.62	Bipolar I Disorder Most Recent Episode Mixed, Moderate	A
296.63	Bipolar I Disorder Most Recent Episode Mixed, Severe Without Psychotic Features	A
296.64	Bipolar I Disorder Most Recent Episode Mixed, Severe With Psychotic Features	A
296.65	Bipolar I Disorder Most Recent Episode Mixed, In Partial Remission	A
296.66	Bipolar I Disorder Most Recent Episode Mixed, In Full Remission	A
296.60	Bipolar I Disorder Most Recent Episode Mixed, Unspecified	A
296.51	Bipolar I Disorder Most Recent Episode Depressed, Mild	A
296.52	Bipolar I Disorder Most Recent Episode Depressed, Moderate	A
296.53	Bipolar I Disorder Most Recent Episode Depressed, Severe Without Psychotic Features	A
296.54	Bipolar I Disorder Most Recent Episode Depressed, Severe With Psychotic Features	A
296.55	Bipolar I Disorder Most Recent Episode Depressed, In Partial Remission	A
296.56	Bipolar I Disorder Most Recent Episode Depressed, In Full Remission	A
296.50	Bipolar I Disorder Most Recent Episode Depressed, Unspecified	A
296.7	Bipolar I Disorder Most Recent Episode Unspecified	A
296.89	Bipolar II Disorder	A
301.13	Cyclothymic Disorder	B
296.80	Bipolar Disorder NOS	A
296.90	Mood Disorder NOS	A
ANXIETY DISORDERS		

300.01	Panic Disorder Without Agoraphobia	A
300.21	Panic Disorder With Agoraphobia	A
300.22	Agoraphobia Without History of Panic Disorder	A
300.29	Specific Phobia	B
300.23	Social Phobia	B
300.3	Obsessive-Compulsive Disorder	A
309.81	Posttraumatic Stress Disorder	A
308.3	Acute Stress Disorder	A
300.02	Generalized Anxiety Disorder	A
300.00	Anxiety Disorder NOS	A
SOMATOFORM DISORDERS		
300.81	Somatization Disorder	B
300.82	Undifferentiated Somatoform Disorder	B
300.11	Conversion Disorder	B
307.80	Pain Disorder Associated With Psychological Factors	B
307.89	Pain Disorder Associated With Both Psychological Factors and a General Medical Condition	B
300.7	Hypochondriasis	B
300.7	Body Dysmorphic Disorder	B
300.82	Somatoform Disorder NOS	B
FACTITIOUS DISORDERS		
300.16	Factitious Disorder With Predominantly Psychological Signs and Symptoms	B
300.19	Factitious Disorder With Predominantly Physical Signs and Symptoms	B
300.19	Factitious Disorder With Combined Psychological and Physical Signs and Symptoms	B
300.19	Factitious Disorder NOS	B
DISSOCIATIVE DISORDERS		
300.12	Dissociative Amnesia	B
300.13	Dissociative Fugue	B
300.14	Dissociative Identity Disorder	B
300.6	Depersonalization Disorder	B
300.15	Dissociative Disorder NOS	B
SEXUAL AND GENDER IDENTITY DISORDERS		
EATING DISORDERS		
307.1	Anorexia Nervosa	B
307.51	Bulimia Nervosa	B
307.50	Eating Disorder NOS	B
ADJUSTMENT DISORDERS		
309.0	Adjustment Disorder With Depressed Mood	B
309.24	Adjustment Disorder With Anxiety	B
309.28	Adjustment Disorder With Mixed Anxiety and Depressed Mood	B
309.3	Adjustment Disorder With Disturbance of Conduct	B
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct	B
309.9	Adjustment Disorder Unspecified	B
PERSONALITY DISORDERS		
301.0	Paranoid Personality Disorder	B
301.20	Schizoid Personality Disorder	B
301.22	Schizotypal Personality Disorder	B
301.7	Antisocial Personality Disorder	B
301.83	Borderline Personality Disorder	B
301.50	Histrionic Personality Disorder	B
301.81	Narcissistic Personality Disorder	B
301.82	Avoidant Personality Disorder	B

301.6	Dependent Personality Disorder	B
301.4	Obsessive-Compulsive Personality Disorder	B
301.9	Personality Disorder NOS	B

Additional Criteria for Diagnosis B

An individual with a “B” diagnosis must meet **at least one** of the following criteria to be considered for a level of care placement decision. Behaviors/symptoms must be the result of a mental illness.

[Please note: CGAS is generally not considered valid for children under the age of six. The DC03 may be substituted. Children under six are exempted from Axis V scoring. Very young children in need of mental health care may not readily fit diagnostic criteria. The degree of functional impairment related to the symptoms of an emotional disorder or mental illness should determine eligibility. Functional impairment for very young children is described in the last bullet.]

- * High Risk Behavior demonstrated during the previous ninety days – aggressive and/or dangerous, puts self or others at risk of harm, is at risk of severe functional deterioration, is at risk of hospitalization or at risk of loss of current placement due to mental illness or at risk of out of home placement due to the symptoms of an emotional disorder or mental illness
- * At risk of escalating symptoms due to repeated physical or sexual abuse or neglect and there is significant impairment in the adult caregiver’s ability to adequately address the child’s needs.
- * Two or more hospital admissions due to a mental health diagnosis during the previous two years
- * Psychiatric hospitalization or residential treatment due to a mental health diagnosis of more than six months duration in the previous year **OR** is currently being discharged from a psychiatric hospitalization
- * Received public mental health treatment on an outpatient basis within the PIHP system during the previous ninety days and will deteriorate if services are not resumed (crisis intervention is not considered outpatient treatment)
- * Child is under six years of age and there is a severe emotional abnormality in the child’s overall functioning as indicated by one of the following:
 1. Atypical behavioral patterns as a result of an emotional disorder or mental illness (odd disruptive or dangerous behavior which is aggressive, self injurious, or hypersexual; display of indiscriminate sociability/excessive familiarity with strangers).
 2. Atypical emotional response patterns as a result of an emotional disorder or mental illness which interferes with the child’s functioning (e.g. inability to communicate emotional needs; inability to tolerate age-appropriate frustrations; lack of positive interest in adults and peers or a failure to initiate or respond to most social interaction; fearfulness or other distress that doesn’t respond to comfort from caregivers).

Data Security Requirements

1. **Data Transport.** When transporting GCBH Confidential Information electronically, including via email, the data will be protected by:
 - a. Transporting the data within the contractor's internal network, or;
 - b. Encrypting any data that will be in transit outside the contractor's internal network. This includes transit over the public Internet.

2. **Protection of Data.** The contractor agrees to 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.

For GCBH confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by GCBH 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 GCBH 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 by GCBH 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.** Data accessed and used interactively over the Internet.

Access to the data will be controlled by GCBH staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify GCBH IS staff on the same day an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Agreement.

g. Data storage on portable devices or media.

- (1) GCBH data shall not be stored by the Contractor 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 before lockout is 20 minutes.
 - (d) Physically protect the portable device(s) and/or media by:
 - i. Keeping them in locked storage when not in use;
 - ii. Using check-in/check-out procedures when they are shared; and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a secure area, portable devices and media with confidential GCBH data must be under the physical control of contractor 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), smart phones or cellular phones, 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. GCBH data must be segregated or otherwise distinguishable from non-GCBH data. This is to ensure that when no longer needed by the contractor, all GCBH data can be identified for return or destruction. It also aids in determining whether GCBH data has or may have been compromised in the event of a security breach.
- b. GCBH data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-GCBH data. Or,
- c. GCBH data will be stored in a logical container on electronic media, such as a partition or folder dedicated to GCBH data. Or,
- d. GCBH data will be stored in a database which will contain no non-GCBH data. Or,
- e. GCBH data will be stored within a database and will be distinguishable from non-GCBH data by the value of a specific field or fields within database records. Or,
- f. When stored as physical paper documents, GCBH data will be physically segregated from non-GCBH data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate GCBH data from non-GCBH data, then both the GCBH data and the non-GCBH data with which it is commingled must be protected as described in this exhibit.

4. **Data Disposition.** When the contracted work has been completed or when no longer needed, data shall be returned to GCBH 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 course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

5. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of GCBH shared data must be reported to the GCBH Contact designated on the contract within one (1) business day of discovery.
6. **Data shared with Sub-contractors.** If GCBH 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 contractor cannot protect the data as articulated within this contract, then the contract with the sub-contractor must be submitted to the GCBH Contact specified for this contract for review and approval.

WA State Children's Mental Health System Principles

The Contractor agrees to move as quickly as is practicable to deliver services according to the Principles set forth below.

- **Family and Youth Voice and Choice:** Family and child voice, choice and preferences are intentionally elicited and prioritized during all phases of the process, including planning, delivery, transition, and evaluation of services. Services and interventions are family-focused and child-centered from the first contact with or about the family or child.
- **Team based:** Services and supports are planned and delivered through a multi-agency, collaborative teaming approach. Team members are chosen by the family and connected to them through natural, community, and formal support and service relationships. The team works together to develop and implement a plan to address unmet needs and work toward the family's vision.
- **Natural Supports:** The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships (e.g. friends, neighbors, community and faith-based organizations). The care plan reflects activities and interventions that draw on sources of natural support to promote recovery and resiliency.
- **Collaboration:** The system responds effectively to the behavioral health needs of multi-system involved children and their caregivers, including children in the child welfare, juvenile justice, developmental disabilities, substance abuse, primary care, and education systems.
- **Home and Community-based:** Children are first and foremost safely maintained in, or returned to, their own homes. Services and supports strategies take place in the most inclusive, most responsive, most accessible, most normative, and least restrictive setting possible.
- **Culturally Relevant:** Services are culturally relevant and provided with respect for the values, preferences, beliefs, culture, and identity of the child/youth and family and their community.
- **Individualized:** Services, strategies, and supports are individualized and tailored to the unique strengths and needs of each child and family. They are altered when necessary to meet changing needs and goals or in response to poor outcomes.
- **Strengths Based:** Services and supports are planned and delivered in a manner that identifies, builds on, and enhances the capabilities, knowledge, skills, and assets of the child and family, their community, and other team members.
- **Outcome-based:** Based on the family's needs and vision, the team develops goals and strategies, ties them to observable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly. Services and supports are persistent and flexible so as to overcome setbacks and achieve their intended goals and outcomes. Safety, stability and permanency are priorities.
- **Unconditional:** A child and family team's commitment to achieving its goals persists regardless of the child's behavior, placement setting, family's circumstances, or availability of services in the community. The team continues to work with the family toward their goals until the family indicates that a formal process is no longer required.

CORE PRACTICE MODEL

PURPOSE

The Washington State Division of Behavioral Health and Recovery core practice model is an overarching framework for providing comprehensive behavioral health services and supports for children and youth with complex emotional and behavioral issues. The practice model provides the broad principles that inform and guide the management and delivery of mental health services and supports; describes the treatment and support activities that providers undertake; governs how services are coordinated among systems and providers; prescribes the means to measure and account for outcomes; provides relevant feedback to managers and clinicians so as to continuously improve system and services quality; and ensures cost-effective use of resources.

PRACTICE MODEL COMPONENTS

Practice components embrace wraparound principles employed within a statewide System of Care to the fullest extent feasible. Each individual case affords the child and family all of components 1-6 (below) over the course of treatment and transition.

1. **Engagement:** Engaging families is the foundation to building trusting and mutually beneficial relationships between family members, team members, and service providers. Agencies involved with the child and family work to reach agreement about services, safety, well-being (meeting attachment and other developmental needs, health, education, and mental health), and permanency.
2. **Assessing:** Information gathering and assessing needs is the practice of gathering and evaluating information about the child and family, which includes gathering and assessing strengths as well as assessing the underlying needs. Assessing also includes determining the capability, willingness, and availability of resources for achieving safety, permanence, and well-being of children.
3. **Service Planning and Implementation:** Service planning is the practice of tailoring supports and services unique to each child and family to address unmet needs. The plan specifies the goals, roles, strategies, resources, and timeframes for coordinated implementation of supports and services for the child, family, and caregivers.
4. **Teaming:** Teaming is a process that brings together individuals agreed upon by the family who are committed to them through informal, formal and community support and service relationships. Where medically necessary and/or with cross system involvement, a formal Child and Family Team will be used.
5. **Monitoring and Adapting:** Monitoring and adapting is the practice of evaluating the effectiveness of the plan, assessing circumstances and resources, and reworking the plan as needed. The team is responsible for reassessing the needs, applying knowledge gained through ongoing assessments, and adapting the plan in a timely manner.

6. **Transition:** The successful transition away from formal supports can occur as informal supports are in place and providing needed support. Transition to the most normalizing activities and environments is consistent with the principle of treatment at the least restrictive level and the system values of recovery and resilience.
-

RSN Transfer Protocol

1. **Purpose.** The purpose of this RSN Transfer Protocol is to establish an agreed-upon process by which individuals can be transferred from one RSN to another to ensure:
 - a. A seamless transition for the individual with no more than minimal interruption of services:
 - b. The individual receives care that better meets his or her needs.
 - c. The individual has the opportunity to be closer to family and/or other important natural supports.
 - d. The individual has access to Medicaid covered services.

2. **RSNs acknowledge and agree that:**
 - a. Other Services for purposes of the RSN Transfer Protocol include E&T or community inpatient admissions, residential services, Medicaid Personal Care, and state hospital psychiatric stays.
 - b. Medicaid Enrollees are entitled to Medicaid covered services in the community where they live.
 - c. Individuals who participate in mental health services have the right to freely move to the community of their choosing.
 - d. There are circumstances when an RSN (referring RSN) wishes to place an individual in another RSN's region (receiving RSN) to better meet the needs of that individual, or moving to another RSN's region would allow the individual to be closer to family and/or other important natural supports.
 - e. Some individuals require specialized, non-Medicaid services to meet their needs.
 - f. Due to the scarcity of specialized, non-Medicaid services, these may not be immediately available upon the request of the transferring individual.
 - g. The receiving RSN assumes immediate financial risk for crisis services and Medicaid covered services at the time of transfer.
 - h. The referring RSN will continue the financial responsibility for "specialized non-Medicaid services" provided to the individual for the duration of time as determined by the number of risk factors identified at the time of transfer.

Number of Risk Factors	Duration
One risk factor	6 months
Two risk factors	9 months
Three or more risk factors	12 months

- i. Risk Factors include the following:
 - Transfer is being requested due to availability of specialized non-Medicaid resource.
 - High inpatient utilization – two (2) or more inpatient admissions in the previous twelve (12) months, an inpatient stay in a community hospital for ninety (90) calendar days or more in the previous twelve (12) months, or discharge from a state hospital in the previous twelve (12) months.
 - History of felony assaults, Offender Re-entry Community Safety Program (ORCSP) eligibility, or multiple assaultive incidents during inpatient care (that may not have resulted in criminal charges but resulted in injuries).
 - Significant placement barriers - behavioral issues resulting in multiple placement failures, level 3 sex offender, arson history, dementia (the RSN would need to be involved even though HCS might be arranging placement), and co-morbid serious medical issues.
 - Other confounding clinical risk factors.
- j. After completion of the risk factor time frame, the receiving RSN will assume all financial responsibility for the individual.
- k. The referring RSN will retain the individual on their state hospital census until the individual is discharged. The referring RSN will accept on their census any individual placed in the receiving RSN who returns to the state hospital during the period of financial responsibility as defined above.
- l. This protocol is intended to ensure a seamless transition for individuals with no more than minimal interruption of services.

3. Uniform Transfer Agreement-Community Inter-RSN Transfer Protocol

- a. If a Medicaid enrollee re-locates to a region outside of their current RSN they are entitled to an intake assessment in the new region and are then provided all medically necessary mental health services required in the PIHP contract, based on the RSN's level of care guidelines and clinical assessment.
- b. Each RSN will establish a procedure to obtain information and records for continuity of care for enrollees transferring between RSNs.
- c. All Medicaid enrollees requesting a transfer will be offered an intake assessment and all medically necessary mental health services under the PIHP. The availability of Specialized Non-Medicaid Services cannot be the basis for determining if the enrollee is offered an intake for services in the desired community of their choice.
- d. There are circumstances when moving between RSNs is necessary to better meet the needs of the individual, or moving to another RSN would allow the individual to be closer to family and/or other natural supports.
- e. The receiving RSN will provide assistance to the enrollee to update the enrollee's residence information for Medicaid Benefits.
- f. When an enrollee is re-locating and may benefit from specialized non-Medicaid services beyond medically necessary services required in the PIHP, the RSNs agree

to the following protocol:

- (1) The placement is to be facilitated by the joint efforts of both RSNs.
- (2) The referring RSN will provide all necessary clinical information along with the completed Inter-RSN transfer form.
- (3) The receiving RSN will acknowledge the request within 3 working days.
- (4) The receiving RSN will follow established procedures for prioritizing the referred enrollee and must offer an intake assessment to the enrollee for services Medicaid-covered services even if the specialized non-Medicaid services are not immediately available.
- (5) The placement may not be completed without written approval on the inter-RSN transfer form from both RSN administrators, and their designees.
- (6) The receiving RSN shall make a placement determination within 2 weeks of receiving all necessary information/documentation from the referring RSN. The enrollee and the referring RSN will receive information regarding the placement policy of the receiving RSN for the specialized non-Medicaid service.
- (7) Placement will only occur when the specialized non-Medicaid service becomes available. If the specialized non-Medicaid service is not available at the time of the intended transfer, the receiving RSN will notify the referring RSN and continue to provide timely updates until such time the specialized non-Medicaid service is available. The referring RSN will keep the individual and others involved in the individual's care informed about the status of the transfer.
- (8) Payment responsibility for individuals transferring between RSNs will be described in this protocol and specified on the inter-RSN transfer form.

4. Uniform Transfer Agreement - Eastern and Western State Hospital Inter-RSN Transfer Protocol

- a. This section describes the inter-RSN transfer process for individuals preparing for discharge from a state hospital, and who require specialized non-Medicaid resources.
- b. Generally, individuals are discharged back to the RSN in whose region they resided prior to their hospitalization (designated by the state hospitals as the "RSN of responsibility").
- c. For all individuals in a state hospital (regardless of risk factors) who intend to discharge to another RSN, an Inter-RSN transfer request is required and will be initiated by the RSN of responsibility (hereinafter referred to as the referring RSN).
- d. The financial benefits section at the state hospital will provide assistance to the enrollee to update the enrollee's residence information for Medicaid Benefits.
- e. The placement is to be facilitated through the joint efforts of the state hospital social

work staff and the RSN liaisons of both the Referring RSN and Receiving RSN.

- f. A Request for Inter-RSN Transfer form and relevant treatment and discharge information is to be supplied by the Referring RSN to the Receiving RSN via the liaisons.
- g. The Referring RSN will remain the primary contact for the state hospital social worker and the individual until the placement is completed.
- h. The Receiving RSN will supply the state hospital social worker with options for community placement at discharge.
- i. Other responsible agencies must be involved and approve the transfer plan and placement in the Receiving RSN when that agency's resources are obligated as part of the plan (e.g., DSHS Home and Community Services or Developmental Disabilities Administration).
- j. Should there be disagreement about the discharge and outpatient treatment plan, a conference will occur. Participants will include the individual, state hospital social worker or representative of the state hospital treatment team, liaisons, the mental health care provider from the referring RSN, and other responsible agencies.
- k. Once the discharge plan has been agreed upon, the Request for Inter-RSN transfer will be completed within two weeks. The Receiving RSN has two weeks to complete and return the form to the Referring RSN. This process binds both the Referring and Receiving RSNs to the payment obligations as detailed above.

COORDINATION OF MENTAL HEALTH SERVICE WITH OTHER SYSTEMS OF CARE

No:QM505

Document Type:¹ Policy & Procedure Process Guideline System Description
 Plan System Description

Adopted: 04/2005

Last Reviewed: 02/05/15

Retired: _____

Revisions: 04/28/05; 02/05/15

Document Scope: (applies to Policy & Procedure only)

- The requirements herein apply only to the GCBH Central Office and its functions.
- The requirements herein apply, verbatim, to GCBH and its network providers².
- The requirements herein apply both to GCBH and its network providers². Additionally, network providers must have internal documents outlining their processes for implementing the requirements, insofar as they relate to actions for which network providers are responsible.

PURPOSE: To assure that GCBH and its contracted providers cooperate and actively work with other systems of care involved with the same individual and participate in the coordination of mental health services with other systems of care (e.g. physical health care, Alcohol and Substance Abuse, Developmental Disabilities, Child Welfare, Juvenile Justice, Aging and Disabilities Services Administration, Tribes, Vocational Rehabilitation, jails, corrections, informal/natural supports, and education) and to convey the GCBH expectation, in concert with Center for Medicaid Services (CMS) and the Division of Behavioral Health and Recovery (DBHR) mandates that its contracted providers cooperate and actively work with other systems of care involved with the same individual.

POLICY

- A. Effective communication and the coordination of services are fundamental objectives for GCBH and its contracted provider network when serving individuals involved with other systems of care. When mental health providers and other systems of care coordinate care efficiently, the following positive outcomes can occur:
- a. Services are coordinated and delivered safely;
 - b. Duplicative and redundant activities, such as assessments, treatment plans and inter-agency meetings are minimized;
 - c. Continuity and consistency of care are achieved;
- B. Clear lines of responsibility and accountability across mental health and other systems of care providers in meeting the needs of the individual and family are established; and
- C. Limited resources are effectively utilized.

PROCEDURE1. Physical Health Care:

1.1 Obtain the name of the individual's primary care provider (PCP) during the initial evaluation, and record information in the clinical record.

1.2 Refer children and adolescents up to age 21 to physical health care when the Mental Health Care Provider (MHCP) determines a referral is needed based on the periodicity schedule (e.g., EPSDT screening, well baby checks).

1.3 Where healthcare needs are identified, individuals of all ages are referred to the identified necessary physical health care, diagnostic services, treatment, and other measures within the initial 30-day intake.

1.4 Referral and transition for those consumers who are enrolled in Healthy Options Plans when:

1.4.1 The individual is stabilized;

1.4.2 The individual's needs are covered with services available from the H.O. Plan (e.g. medication management).

2. Alcohol and Substance Abuse, Developmental Disabilities, Child Welfare, Juvenile Justice, Aging and Disabilities Services Administration, Tribes:

2.1. Coordinating the development of the mental health treatment plan with the other systems of care to avoid redundancies and/or inconsistencies.

2.2. Actively consider information and recommendations from other systems of care in the development of the mental health treatment plan

2.3. Ensure the goals of the mental health treatment plan for individuals with developmental disabilities, who are receiving psychotropic medications includes reducing mental health symptoms and achieving optimal functioning, not merely the management and control of unwanted behaviors.

3. Jails and/or Corrections:

3.1. Work in collaboration with the appropriate jail/corrections staff involved with the individual.

3.2. Invite jail/corrections staff to participate in the development of the mental health treatment plan and subsequent planning meetings as members of the individual's service team.

3.3. Actively consider information and recommendations from jail/corrections staff in the development of the mental health treatment plan.

APPROVAL



Kenneth Roughton, Ph.D.,
Director

02/05/15

Date

Attachment 4: Transfer Protocol



RSN Transfer Protocol

- 1. **Purpose.** The purpose of this RSN Transfer Protocol is to establish an agreed-upon process by which individuals can be transferred from one RSN to another to ensure:
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Attachment 5: Agreements with City and County Jails



Memorandum of Understanding
between
ROGERS COUNSELING CENTER
and
ASOTIN COUNTY JAIL

RECEIVED
FEB 27 2006
Greater Columbia RS.

WHEREAS, Rogers Counseling Center (RCC), hereinafter "RCC," receives funding provided by the Washington Legislature in accord with ESSB-6090, Sec. 204 Subsection 1(h); and *WHEREAS*, RCC is required to develop Memorandums of Understanding with local county and city jails in its service area which detail a referral process for individual with mental illness who are incarcerated and need mental health transition services, *CONSIDERATION WHEREOF*, this Understanding is entered into by and between RCC and the Asotin County Jail, hereinafter "Jail," for initiation and coordination of transition services to individuals with mental illness to expedite, facilitate and coordinate their return to the community upon release.

- 1) RCC will assign a staff to conduct mental health intake assessments for incarcerated individuals who are not enrolled in community mental health services, and to provide transition services prior to their release from jail. The provision of direct mental health services and medication is *not* funded under this agreement.
- 2) When jail personnel identify an inmate who appears to be in need of mental health services, they will contact RCC to arrange for such services. RCC will provide the Jail with specific contact information and assure that it is kept current.
- 3) The Jail will provide a space, as needed, in which to conduct activities under this agreement.
- 4) It shall be noted that although jail staff are not trained experts in the detection of mental health issues, notification to RCC regarding the mental health needs of any inmate remains at the discretion of the jail staff.

THIS AGREEMENT represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

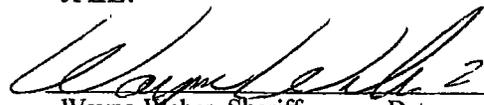
IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

RCC:

 2/13/06

Peter J. Killen, Executive Director Date

JAIL:

 2-21-06

Wayne Weber, Sheriff Date

Rogers Counseling Center
900 Seventh Street
Clarkston, WA 99403
509.758.3341

Asotin County Sheriff's Office
PO Box 130
Asotin, WA 99402
509.243.4717

RESOLUTION

2014 643

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BENTON COUNTY JAIL AND LOURDES COUNSELING CENTER

WHEREAS, the Benton County Jail and the Lourdes Counseling Center currently has a Memorandum of Understanding in place for the purpose of defining the working relationship between Our Lady of Lourdes at Pasco, a non-for-profit corporation d/b/a/ Lourdes Counseling Center related to Lourdes Counseling Center's contractual arrangement with Greater Columbia Behavior Health, providing services to inmates with mental illness incarcerated within the Benton County Jail; and

WHEREAS, the current Memorandum of Understanding is effective through August 30, 2014; and

WHEREAS, the Benton County Jail and Lourdes Counseling Center wishes to enter into another Memorandum of Understanding to provide said services as further outline in the attached Memorandum of Understanding; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby concurs with the attached Memorandum of Understanding between the Benton County Jail and Lourdes Counseling Center and hereby authorizes the Chairman of the Board to sign the Memorandum of Understanding attached hereto; and

BE IT FURTHER RESOLVED, said Memorandum of Understanding shall remain in effect through August 30, 2016

Dated this 26 day of Aug., 2014.

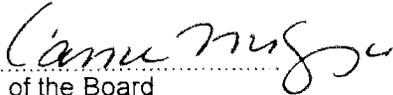

Chairman of the Board

JEROME DELVIN - ABSENT

Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest..... 
Clerk of the Board

**Memorandum of Understanding
Between
Lourdes Counseling Center
and
Benton County Jail**

I. Purpose

The Purpose of the Memorandum of Understanding is to define the working relationship between Our Lady of Lourdes at Pasco, a non-for-profit corporation d/b/a Lourdes Counseling Center, hereinafter referred to as "LCC," and Benton County Jail related to LCC's contractual arrangement with Greater Columbia Behavior Health hereinafter referred to as "GCBH," to provide service in the Benton County Jail. This agreement will clarify the collaborative role and responsibilities between the two agencies with regard to the implementation of the Jail Services Program.

II. Authority

Mental Health providers, law enforcement, advocates, families, consumers, and the Washington State Legislature have identified the lack of transitional service available for inmates with mental illness upon release from county or city jails. This is in part due to a Department of Social and Health Services (DSHS) rule that terminates inmates' medical coupons once a certain number of in days in jail are exceeded. To that end, in May 2005, the Washington State Legislature developed funding to be made available to Regional Support Networks for establishing services intended to facilitate a safe transition for inmates with mental illness release into community service (ESSB-6090, Sec.204 Subsection 1 (h): Dept. of Social & Health Services-Mental Health Program).

III. Roles and Responsibilities

A. LCC Responsibilities:

1. LCC will provide on-site mental health evaluations to individuals who appear to be experiencing mental health problems or who have a known history of mental illness.
2. LCC will provide on-site and in-community transitional services to individuals with mental illness to expedite, facilitate, and coordinate successful return into the community.
3. LCC will work with local agencies to facilitate expedition of applications or reinstatements of medical assistance for individuals with mental illness prior to release from jail.
4. LCC will also provide the following:

- a. Assist jail staff in identifying individuals in need for service.
- b. Pre-release transitional planning (assessments, chemical dependency referrals, discharge planning with current providers, and housing).
- c. Post-release outreach to ensure follow-up with CSO and mental health or other necessary appointments.

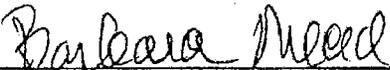
B. Jail Responsibilities:

- 1. The Jail staff will refer inmates who appear to be experiencing mental health problems, indicate that they appear to be suffering from a mental illness or have a known history of mental health illness.
- 2. The jail will provide accommodation for meeting with inmates for the purpose of mental health evaluation and case manager services.
- 3. The jail staff will assist jail Mental Health Professional and case managers in continuum of care.

IV. General Terms and Conditions

This understanding shall remain effect through August 30, 2016.

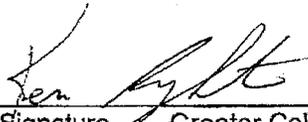
V. Nothing in this MOU creates a binding obligation on the parties and is intended only as guidance for actions by parties in performing their respective contractual and statutory duties.


 Signature Barbara Mead
 VP Behavioral Health & Physician Clinics
 Lourdes Health Network

8/24/14
 Date


 Signature Benton County

8-26-14
 Date


 Signature Greater Columbia Behavioral Health

8/14/14
 Date

Approved as to form:


 Deputy Prosecuting Attorney

Memorandum of Understanding
Between
Blue Mountain Counseling
and
Columbia County Sheriff's Office

Purpose

The purpose of this Memorandum of Understanding, effective July 1, 2009, hereinafter known as MOU, is to identify the relationship between Blue Mountain Counseling (BMC) and Columbia County Sheriff's Office (CCSO) for the purpose of providing assessment and case management services to in-house inmates.

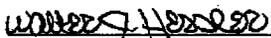
Assessments and Case Management Services

Blue Mountain Counseling currently receives limited funding to provide services to non-Medicaid eligible person incarcerated in the Columbia County jail. Blue Mountain Counseling will provide Assessments and Case Management services to Columbia County in-house inmates as deemed necessary, on a limited bases and as funding allows. Said services will be provided by BMC Mental Health Professionals, Case Managers or staff as designated. Along with providing the above mentioned services, BMC staff will assist inmates with the application process to if the inmate(s) qualify for Medical Assistance once they have been released.

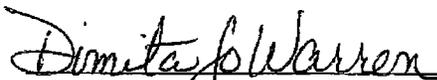
BMC and the CCSO staff shall develop the necessary procedures to determine how BMC staff shall be contacted and to set up appointments to interview inmates.

It will be the responsibility of BMC to maintain documentation as to any contacts by phone or in person regarding any inmate under this program. Such documentation will contain at a minimum the data elements required to be able to enter data as required by Greater Columbia Behavioral Health (GCBH)

This MOU shall renew automatically each year unless other arrangements between both parties have been agreed upon. If any terms or conditions of this MOU are to be modified, the modifications must be agreed to in writing by both parties fifteen (15) days prior to the effective date of the modifications.


Columbia County Sheriff's Office

2-24-10
Date


Blue Mountain Counseling

02-24-10
Date

**PROSECUTING ATTORNEY
FRANKLIN COUNTY, WASHINGTON**

**SHAWN P. SANT
PROSECUTING ATTORNEY**

**DAVID W. CORKRUM
CHIEF CRIMINAL DEPUTY**

**TIMOTHY E. DICKERSON
CHIEF CIVIL DEPUTY**

**KELLY J. SCHADLER
OFFICE ADMINISTRATOR**

1016 N 4th Ave B328
Pasco, WA 99301
Criminal Division (509) 545-3543
Fax (509) 545-2135

DEPUTIES:
FRANK W. JENNY
BRIAN V. HULTGRENN
MAUREEN R. LORINCZ
KIM M. KREMER
TEDDY E. CHOW
TERESA CHEN
JANET E. TAYLOR
LUCAS G. DOWNER
JENNIFER JOHNSON

March 25, 2015

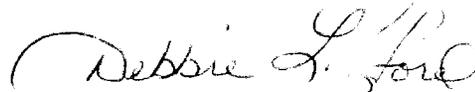
Barbara Mead, VP
Behavioral Health and Physician Clinics
Lourdes Health Network
520 N Fourth Avenue
Pasco WA 99301

RE: Memorandum of Understanding Between Lourdes Counseling Center
and Franklin County Jail

Dear Ms. Mead:

Enclosed please find Franklin County Resolution Number 2015-126 and a signed original of the Memorandum of Understanding Between Lourdes Counseling Center and Franklin County Jail for your records.

Very truly yours,



Debbie L. Ford
Confidential Secretary
Civil Division

Enclosures

FRANKLIN COUNTY RESOLUTION NUMBER 2015 126

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN LOURDES
COUNSELING CENTER AND FRANKLIN COUNTY JAIL**

WHEREAS, pursuant to RCW 36.01.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

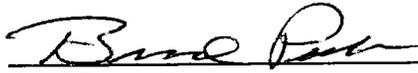
WHEREAS, Franklin County Jail has requested that the attached Memorandum of Understanding Between Lourdes Counseling Center and Franklin County Jail be approved; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached Memorandum of Understanding as being in the best interest of Franklin County.

NOW, THEREFORE IT IS HEREBY RESOLVED that the attached Memorandum of Understanding between Lourdes Counseling Center and Franklin County Jail is hereby approved by the Board.

DONE this 18th day of March, 2015.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



Brad Peck, Chairperson

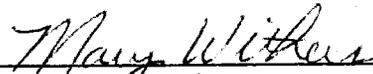


Rick Miller, Chair Pro Tem



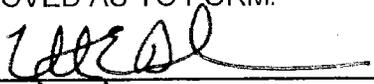
Robert Koch, Member

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:

BY: 

Timothy E. Dickerson
Civil Chief Deputy Prosecuting Attorney

**Memorandum of Understanding
Between
Lourdes Counseling Center
and
Franklin County Jail**

I. Purpose

The Purpose of this Memorandum of Understanding is to define the working relationship between Our Lady of Lourdes at Pasco, a non-for-profit corporation d/b/a Lourdes Counseling Center, hereinafter referred to as "LCC," and Franklin County Jail related to LCC's contractual arrangement with Greater Columbia Behavior Health, hereinafter referred to as "GCBH," to provide service in the Franklin County Jail. This agreement will clarify the collaborative role and responsibilities between the two agencies with regard to the implementation of the Jail Services Program.

II. Authority

Mental Health providers, law enforcement, advocates, families, consumers, and the Washington State Legislature have identified the lack of transitional services available for inmates with mental illness upon release from county or city jails. This is in part due to a Department of Social and Health Services (DSHS) rule that terminates inmates' medical coupons once a certain number of days in jail are exceeded. To that end, in May 2005, the Washington State Legislature developed funding to be made available to Regional Support Networks for establishing services intended to facilitate a safe transition for inmates with mental illness for release into community service (ESSB-6090, Sec.204 Subsection 1 (h): Dept. of Social & Health Services-Mental Health Program).

III. Roles and Responsibilities

A. LCC Responsibilities:

1. LCC will provide on-site mental health evaluations to individuals who appear to be experiencing mental health problems or who have a known history of mental illness.
2. LCC will provide on-site and in-community transitional services to individuals with mental illness to expedite, facilitate, and coordinate successful return into the community.
3. LCC will work with local Community Service Offices (CSO's) to facilitate expedition of applications or reinstatements of medical assistance for individuals with mental illness prior to release from jail.
4. LCC will also provide the following:
 - a. Assist jail staff in identifying individuals in need for service.

- b. Pre-release transitional planning (assessments, chemical dependency referrals, discharge planning with current providers, and housing).
- c. Post-release outreach to ensure follow-up with CSO and mental health or other necessary appointments.

B. Jail Responsibilities:

- 1. The Jail staff will refer inmates who appear to be experiencing mental health problems, inmates that appear to be suffering from a mental illness or have a known history of mental health illness.
- 2. The jail will provide accommodation for meeting with inmates for the purpose of mental health evaluation and case manager services.
- 3. The jail staff will assist jail Mental Health Professionals and case managers in continuum of care.

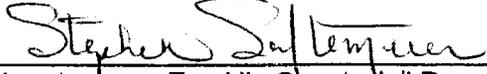
IV. General Terms and Conditions

This understanding shall remain effect through August 30, 2016.

V. Nothing in this MOU creates a binding obligation on the parties and is intended only as guidance for actions by parties in performing their respective contractual and statutory duties.



 Signature Barbara Mead Date 2/16/15
 VP Behavioral Health & Physician Clinics
 Lourdes Health Network



 Signature Franklin County Jail Representative Date 2/25/15



 Signature Greater Columbia Behavioral Health Date 2/17/15

Approved as to form:



 Deputy Prosecuting Attorney

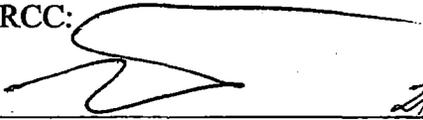
Memorandum of Understanding
between
ROGERS COUNSELING CENTER
and
GARFIELD COUNTY JAIL

WHEREAS, Rogers Counseling Center (RCC), hereinafter "RCC," receives funding provided by the Washington Legislature in accord with ESSB-6090, Sec. 204 Subsection 1(h); and *WHEREAS*, RCC is required to develop Memorandums of Understanding with local county and city jails in its service area which detail a referral process for individual with mental illness who are incarcerated and need mental health transition services, *CONSIDERATION WHEREOF*, this Understanding is entered into by and between RCC and the Garfield County Jail, hereinafter "Jail," for initiation and coordination of transition services to individuals with mental illness to expedite, facilitate and coordinate their return to the community upon release.

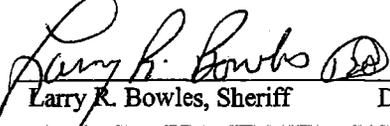
- 1) RCC will assign a staff to conduct mental health intake assessments for incarcerated individuals who are not enrolled in community mental health services, and to provide transition services prior to their release from jail. The provision of direct mental health services and medication is *not* funded under this agreement.
- 2) When jail personnel identify an inmate who appears to be in need of mental health services, they will contact RCC to arrange for such services. RCC will provide the Jail with specific contact information and assure that it is kept current.
- 3) The Jail will provide a space, as needed, in which to conduct activities under this agreement.
- 4) It shall be noted that although jail staff are not trained experts in the detection of mental health issues, notification to RCC regarding the mental health needs of any inmate remains at the discretion of the jail staff.

THIS AGREEMENT represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

RCC: 
Peter J. Killen, Executive Director Date 2/13/06

Rogers Counseling Center
900 Seventh Street
Clarkston, WA 99403
509.758.3341

JAIL: 
Larry R. Bowles, Sheriff Date 2/20/06

Garfield County Sheriff's Office
PO Box 338
Garfield, WA 99347
509.843.3493



**MEMO OF UNDERSTANDING BETWEEN
CENTRAL WASHINGTON COMPREHENSIVE
MENTAL HEALTH
AND
KITITAS COUNTY CORRECTIONS CENTER**

I. PURPOSE:

In the 2005 legislative session the Washington Legislature designated funds to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health services to mentally ill offenders prior to and upon release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.

Consistent with the legislative intent, this Memo of Understanding (MOU) outlines how Central Washington Mental Health (CWCMH) and Kittitas County Corrections Center will work together to identify and refer potentially mentally ill offenders for screening, assessment, benefit application, and community re-entry case management services. The intent of providing these services is to increase the likelihood that offenders will enter treatment and support services upon release and, therefore, reduce the potential for recidivism.

CWCMH and Kittitas County Corrections Center agree that these activities are voluntary on the part of our organizations and do not commit either to specific obligations. This MOU shall commence on February 15th, 2006 and continue indefinitely. Both parties may review terms of this memo annually, or as needed, and any agreed upon adjustments will be made at that time. Either party may terminate this agreement with 60 days written notice with or without cause. This MOU will remain in effect until there is a written notification from either party that there is a need to change or terminate this MOU. CWCMH reserves the right, by prior written notice, to end or suspend the agreements in the memo in the event that expected or actual funding from the state or other sources is withdrawn, reduced, or limited after the memo's effective date.

II. IT IS AGREED THAT CWCMH SHALL:

- a. Provide on-site screenings of inmates to determine if an inmate would benefit from jail based mental health services.
- b. Conduct on-site mental health assessments to determine if an inmate is eligible for enrollment in CWCMH services, and to complete the formal CWCMH intake process when appropriate.
- c. Develop a process with local DSHS Community Service Offices to expedite the application for, or reinstatement of, medical assistance benefits prior to release from jail.
- d. Offer community re-entry case management services to inmates, to begin pre-release transition planning, assist with the benefit application process, establish and

facilitate referrals to community services, and ensure individuals follow up with DSHS and other community service appointments upon release.

- e. Provide consultation and training services to Kittitas County Corrections Center staff as requested and as time permits.

III. IT IS AGREED THAT KITTITAS COUNTY CORRECTIONS CENTER SHALL:

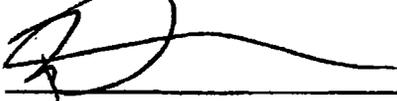
- a. Provide information to assigned CWCMH staff on new bookings into the jail as requested.
- b. Make referrals to assigned CWCMH staff for mental health screenings.
- c. Provide a secure space for assigned CWCMH to meet with inmates for screening, assessment, and case management services.
- d. Assist with moving identified inmates from their cells to the secure meeting space.
- e. Designate a primary contact person within Kittitas County Corrections Center for the designated CWCMH staff to communicate with regarding concerns, questions, or information.

Both organizations understand the potential benefits of providing the above described services to mentally ill inmates in jails. This MOU reflects this understanding and each organization's desire to develop strong working relationship in order to serve this population and assist them with their successful transition back into the community.

CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH
402 South 4th Avenue
P.O. Box 959
Yakima, WA 98907

KITTITAS COUNTY
CORRECTIONS CENTER
205 West 5th Ave.
Suite 1-Jail
Ellensburg, WA 98926

FOR: CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH



Rick Weaver
President/CEO

Date: 3/2/06

FOR: Kittitas County Corrections Center



Name: Gene Danc
Title: Staff

Date: 2/28/06



**MEMO OF UNDERSTANDING BETWEEN
CENTRAL WASHINGTON COMPREHENSIVE
MENTAL HEALTH
AND
Klickitat County Sheriff's Office**

I. PURPOSE:

In the 2005 legislative session the Washington Legislature designated funds to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health services to mentally ill offenders prior to and upon release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.

Consistent with the legislative intent, this Memo of Understanding (MOU) outlines how CWCMH and Klickitat County Sheriff's Office will work together to identify and refer potentially mentally ill offenders for screening, assessment, benefit application, and community re-entry case management services. The intent of providing these services is to increase the likelihood that offenders will enter treatment and support services upon release and, therefore, reduce the potential for recidivism.

This MOU shall commence on February 13, 2006 and continue indefinitely. Both parties may review terms of this memo annually, or as needed, and any agreed upon adjustments will be made at that time. Either party may terminate this agreement with 60 days written notice with or without cause. This MOU will remain in effect until there is a written notification from either party that there is a need to change or terminate this MOU. CWCMH reserves the right, by prior written notice, to end or suspend the agreements in the memo in the event that expected or actual funding from the state or other sources is withdrawn, reduced, or limited after the memo's effective date.

II. IT IS AGREED THAT CWCMH SHALL:

- a. Provide on-site mental health screenings of offenders to determine if an offender would benefit from enrollment in mental health services.
- b. Conduct on-site mental health assessments to determine if an offender is eligible for enrollment in mental health services, to complete the intake process when appropriate, and make recommendations regarding the effective management of mentally ill offenders.
- c. Develop a process with local DSHS Community Service Offices to expedite the application for, or reinstatement of, medical assistance benefits prior to release from jail.
- d. Offer community re-entry case management services to offenders to begin pre-release transition planning, assist with the benefit application process, establish referrals to community services, and ensure individuals follow up with DSHS and other service appointments.

- e. Provide consultation and training services to Klickitat County Sheriff's Office staff as requested and as time permits.

III. IT IS AGREED THAT Klickitat County Sheriff's Office SHALL:

- a. Provide information to assigned CWCMH staff on new bookings into the jail as requested.
- b. Make referrals to assigned CWCMH staff for mental health screenings.
- c. Provide a secure space for assigned CWCMH to meet with offenders for screening, assessment, and case management sessions.
- d. Assist with moving identified inmates from their cells to the secure meeting space.
- e. Designate a primary contact person within Klickitat County Sheriff's Office for the designated CWCMH staff to communicate with regarding concerns, questions, or information.

CWCMH and Klickitat County Sheriff's Office agree that these activities are voluntary on the part of our organizations and do not commit either to specific obligations. Both organizations understand the potential benefits of providing screening, assessment, and pre-release planning services to mentally ill offenders in jails. This MOU reflects this understanding and each organization's desire to develop strong working relationship in order to serve this population and assist them with their successful transition back into the community.

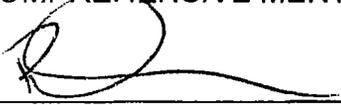
CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH

402 South 4th Avenue
P.O. Box 959
Yakima, WA 98907

Klickitat County Sheriff's Office

205 South Columbus
MS-CH-7
Goldendale, WA 98620

FOR: CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH



Rick Weaver
President/CEO

Date: 2/7/06

FOR: ~~Klickitat County Sheriff's Office~~



Name: Chris A. Mace
Title: Sheriff, Klickitat County

Date: 2/3/06

Memorandum of Understanding #05-39

between

WALLA WALLA COUNTY DEPARTMENT OF HUMAN SERVICES

and

WALLA WALLA COUNTY JAIL

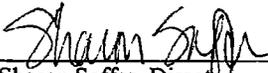
WHEREAS, the Walla Walla County Department of Human Services, hereinafter "Human Services," receives funding provided by the Washington Legislature in accord with ESSB-6090, Sec. 204 Subsection 1(h); and WHEREAS, Human Services is required to develop Memorandums of Understanding with local county and city jails in its service area which detail a referral process for individual with mental illness who are incarcerated and need mental health transition services, *CONSIDERATION WHEREOF*, this Understanding is entered into by and between Human Services and the Walla Walla County Jail, hereinafter "Jail," for initiation and coordination of transition services to individuals with mental illness to expedite, facilitate, and coordinate their return to the community upon release.

- 1) Human Services will assign a staff person to conduct mental health intake assessments for incarcerated individuals who are not enrolled in community mental health services, and to provide transition services prior to their release from jail. The provision of direct mental health services and medication is *not* funded under this agreement.
- 2) Prior to delivery of said services, Human Services will provide a signed waiver authorizing the Walla Walla County Sheriff's Office to conduct a full background investigation of any staff person assigned to provide services within the jail. The Jail Captain will notify Human Services when this investigation has been completed and services may begin.
- 3) When jail personnel identify an inmate who appears to be in need of mental health services, they will contact either the assigned staff person or the Adult Service Manager. Human Services will provide specific contact information, and assure that it is kept current.
- 4) The Jail will provide a space, when needed, in which to conduct activities under this agreement.
- 5) It shall be noted that jail staff are not trained in the detection of mental health issues, and that the Jail shall incur no liability for failure to notify Human Services regarding the needs of any inmate.

THIS AGREEMENT represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

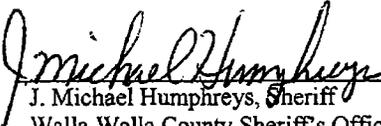
IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

HUMAN SERVICES:


Sharon Saffer, Director
Department of Human Services
1520 Kelly Place
P.O. Box 1595
Walla Walla, WA 99362
Phone: (509) 527-3278 Fax: (509) 526-4811

11/16/05
Date

JAIL:


J. Michael Humphreys, Sheriff
Walla Walla County Sheriff's Office
240 W Alder #101
Walla Walla, WA 99362
Phone: (509) 527-3268 Fax: (509) 525-6971

11/13/05
Date

Memorandum of Understanding Between

Palouse River Counseling

340 N.E. Maple

Pullman, WA 99163

and

Whitman County Sheriff's Office

P.O. Box 470

Colfax, WA 99111

Purpose:

This MOU is made and entered into by the Whitman County Sheriff's Office and Palouse River Counseling (PRC) for the purpose of increasing through collaborative efforts:

- Appropriate utilization of chemical dependency assessments and treatment services by individuals who are incarcerated in the Whitman County Jail, or have had charges filed by the Whitman County Prosecutor's Office;
- Facilitation of the authorization or reauthorization, when appropriate, of Medical Coupons or other DSHS services for mentally ill individuals who are incarcerated in the Whitman County Jail;
- Facilitation of an efficient referral process and exchange of information for more effective linkage to community chemical dependency and/or mental health services.

Specifically this purpose will be addressed by identifying a PRC Chemical Dependency (CD) Counselor and a PRC Mental Health (MH) Counselor who will work with the Whitman County Jail and the local CSO office.

Whitman County Sheriff's Office Contributions:

- The Whitman County Sheriff's Office has identified Jail Commander as their primary contact person for these efforts.
- The Whitman County Sheriff's Office will provide space for so that the various activities of this agreement can take place.

PRC Contributions:

- The assigned CD Counselor will provide professional case consultation and service coordination. This counselor will be able to conduct 1) chemical dependency screenings; 2) Information and Referral sessions; 3) and formal chemical dependency assessments/evaluations during their regularly scheduled time at the Jail. PRC staff will be in the Whitman County Jail at least one time per week on a day and time that is mutually agreeable between the parties.
- The Jail Services Mental Health Counselor will work with Whitman County Jail staff to identify and evaluate inmates who may be mentally ill. This counselor(s) will: 1) facilitate referral of mentally ill inmates to the CSO for determination of possible Medicaid or other program eligibility; and 2) develop/offer/facilitate transition to community services that are in place when the individual is released from jail. This may include conducting intake assessments and/or other transition services to mentally ill individuals prior to their release from jail. PRC is precluded from using Jail Services Program Funding (though Crisis Services Funding may be appropriate) for other direct mental health services or medications while individuals are in jail.

WCSO and PRC Contributions:

- Developed/refine referral process/criteria to identify individuals with mental illness who are incarcerated in the Whitman County Jail and may need community mental health services when they return to the community. See Attachment A.
- The Whitman County Sheriff's Office and PRC jointly agree to mutually support this collaborative effort and others as they may arise. Parties to this agreement will review and assess the effectiveness of this project as needed. Either party may terminate this agreement with 30 days written notice to the other party.

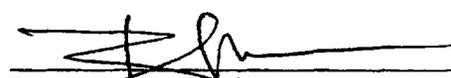
Executed this 30th day of January, 2006.

Palouse River Counseling



Mike Berney, Executive Director

Whitman County Sheriff's Office



Brett Myers, Sheriff

Attachment A

Protocols

The following are the mutually agreed upon protocols for the mental health Jail Transition Services Program:

- All requests for inclusion in this program will go through the Jail Commander;
- Request for inclusion in the program should be made as early as possible; no less than 30 days prior to release if possible to allow for application to the Medicaid Program and other DSHS services, as appropriate, prior to their release

Program Referral Criteria

The following are indications an inmate should be consider for referral to the mental health Jail Transition Services Program:

- an inmate receiving services from Palouse River Counseling prior to incarceration; or
- an inmate who received psychiatric services from other providers prior to incarceration; or
- an inmate who is taking psychotropic medications; and
- an inmate who is manifesting bizarre behavior that looks as though it may be caused by a mental illness in the judgment of the Jail Commander

FEB 6 2006



**MEMO OF UNDERSTANDING BETWEEN
CENTRAL WASHINGTON COMPREHENSIVE
MENTAL HEALTH
AND
GRANDVIEW CITY JAIL**

I. PURPOSE:

In the 2005 legislative session the Washington Legislature designated funds to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health services to mentally ill offenders prior to and upon release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.

Consistent with the legislative intent, this Memo of Understanding (MOU) outlines how CWCMH and GRANDVIEW CITY JAIL will work together to identify and refer potentially mentally ill offenders for screening, assessment, benefit application, and community re-entry case management services. The intent of providing these services is to increase the likelihood that offenders will enter treatment and support services upon release and, therefore, reduce the potential for recidivism.

This MOU shall commence on 2-28-06 and continue indefinitely. Both parties may review terms of this memo annually, or as needed, and any agreed upon adjustments will be made at that time. Either party may terminate this agreement with 60 days written notice with or without cause. This MOU will remain in effect until there is a written notification from either party that there is a need to change or terminate this MOU. CWCMH reserves the right, by prior written notice, to end or suspend the agreements in the memo in the event that expected or actual funding from the state or other sources is withdrawn, reduced, or limited after the memo's effective date.

II. IT IS AGREED THAT CWCMH SHALL:

- a. Provide on-site mental health screenings of offenders to determine if an offender would benefit from enrollment in mental health services.
- b. Conduct on-site mental health assessments to determine if an offender is eligible for enrollment in mental health services, to complete the intake process when appropriate, and make recommendations regarding the effective management of mentally ill offenders.
- c. Develop a process with local DSHS Community Service Offices to expedite the application for, or reinstatement of, medical assistance benefits prior to release from jail.
- d. Offer community re-entry case management services to offenders to begin pre-release transition planning, assist with the benefit application process, establish referrals to community services, and ensure individuals follow up with DSHS and other service appointments.

- e. Provide consultation and training services to GRANDVIEW CITY JAIL staff as requested and as time permits.

III. IT IS AGREED THAT GRANDVIEW CITY JAIL SHALL:

- a. Provide information to assigned CWCMH staff on new bookings into the jail as requested.
- b. Make referrals to assigned CWCMH staff for mental health screenings.
- c. Provide a secure space for assigned CWCMH to meet with offenders for screening, assessment, and case management sessions.
- d. Assist with moving identified inmates from their cells to the secure meeting space.
- e. Designate a primary contact person within GRANDVIEW CITY JAIL for the designated CWCMH staff to communicate with regarding concerns, questions, or information.

CWCMH and GRANDVIEW CITY JAIL agree that these activities are voluntary on the part of our organizations and do not commit either to specific obligations. Both organizations understand the potential benefits of providing screening, assessment, and pre-release planning services to mentally ill offenders in jails. This MOU reflects this understanding and each organization's desire to develop strong working relationship in order to serve this population and assist them with their successful transition back into the community.

CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH

402 South 4th Avenue
P.O. Box 959
Yakima, WA 98907

GRANDVIEW CITY JAIL

201 W. 2nd St.
Grandview, WA 98930

FOR: CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH


Rick Weaver
President/CEO

Date: 2-24-06

FOR: GRANDVIEW CITY JAIL


Name: David R. Charvet
Title: Police Chief

Date: Feb. 24, 2006

Comprehensive

**MEMO OF UNDERSTANDING BETWEEN
CENTRAL WASHINGTON COMPREHENSIVE
MENTAL HEALTH
AND
CITY OF TOPPENISH**

I. PURPOSE:

In the 2005 legislative session the Washington Legislature designated funds to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health services to mentally ill offenders prior to and upon release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.

Consistent with the legislative intent, this Memo of Understanding (MOU) outlines how CWCMH and CITY OF TOPPENISH, through its police department will work together to identify and refer potentially mentally ill offenders for screening, assessment, benefit application, and community re-entry case management services. The intent of providing these services is to increase the likelihood that offenders will enter treatment and support services upon release and, therefore, reduce the potential for recidivism.

The term of the MOU shall be May 1, 2010 to April 30, 2011 and shall be renewed automatically annually unless written notice is provided by one or both parties. During this time, either party may request, upon agreement, adjustments to the MOU. Either party may terminate this agreement with 60 days written notice with or without cause. This MOU will remain in effect until there is a written notification from either party that there is a need to change or terminate this MOU. CWCMH and CITY OF TOPPENISH both reserve the right, by prior written notice, to end or suspend the agreements in the memo in the event that expected or actual funding from the state or other sources is withdrawn, reduced, or limited after the memo's effective date.

II. IT IS AGREED THAT CWCMH SHALL:

- a. Provide on-site mental health screenings of offenders to determine if an offender would benefit from enrollment in mental health services.
- b. Conduct on-site mental health assessments to determine if an offender is eligible for enrollment in mental health services, to complete the intake process when appropriate, and make recommendations regarding the effective management of mentally ill offenders.
- c. Develop a process with local DSHS Community Service Offices to expedite the application for, or reinstatement of, medical assistance benefits prior to release from jail.
- d. Offer community re-entry case management services to offenders to begin pre-release transition planning, assist with the benefit application process, establish referrals to community services, and ensure individuals follow up with DSHS and other service appointments.
- e. Provide consultation and training services to city jail staff as requested and as time permits.

III. IT IS AGREED THAT CITY OF TOPPENISH SHALL:

- a. Upon written request provide a list of inmates in the city jail.
- b. Make referrals to assigned CWCMH staff for mental health screenings.
- c. Provide a secure space for assigned CWCMH to meet with offenders for screening, assessment, and case management sessions.
- d. Assist with moving identified inmates from their cells to the secure meeting space.
- e. Designate a primary contact person within city jail for the designated CWCMH staff to communicate with regarding concerns, questions, or information.

CWCMH and CITY OF TOPPENISH agree that these activities are voluntary on the part of our organizations and do not commit either to specific obligations. Both organizations understand the potential benefits of providing screening, assessment, and pre-release planning services to mentally ill offenders in jails. This MOU reflects this understanding and each organization's desire to develop strong working relationship in order to serve this population and assist them with their successful transition back into the community.

CWCMH shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH

402 South 4th Avenue
P.O. Box 959
Yakima, WA 98907

CITY OF TOPPENISH

Street Address:
1 West First Avenue
Toppenish, WA 98948

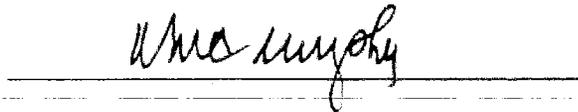
FOR: CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH



Rick Weaver
President/CEO

Date: 4/9/10

FOR: CITY OF TOPPENISH



Name: William C. Murphy
Title: City Manager

Date: 4/6/10

RESOLUTION NO. R 2006 - 22

A RESOLUTION authorizing and directing the City Manager to execute a memorandum of understanding between the City of Yakima and Central Washington Comprehensive Mental Health regarding mental health screening and other services for inmates in the City jail.

WHEREAS, the Washington State Legislature has designated funds to provide for mental health services for mentally ill offenders confined in a county or city jail; and

WHEREAS, Central Washington Comprehensive Mental Health has the experience and expertise necessary to provide the services and can do so at no cost to the City in accordance with the terms and conditions of the attached Memorandum of Understanding; and

WHEREAS, the City Council deems it to be in the best interest of the City of Yakima to enter into the attached Memorandum of Understanding with Central Washington Comprehensive Mental Health for the provision of mental health screening and other services for inmates in the City jail, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized and directed to execute the attached and incorporated "Memorandum of Understanding Between Central Washington Comprehensive Mental Health and the City of Yakima" with Central Washington Comprehensive Mental Health for mental health screening and other services for inmates in the City jail.

ADOPTED BY THE CITY COUNCIL this 7th day of February, 2006.

/s/ DAVID EDLER

David Edler, Mayor

ATTEST:

/s/ KAREN S. ROBERTS, CMC

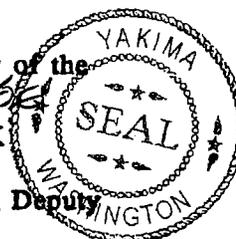
City Clerk

Certified to be a true and correct copy of the original filed in my office. 2/22/06

CITY CLERK

By

Linda Watkins



Deputy

MEMORANDUM OF UNDERSTANDING BETWEEN CENTRAL WASHINGTON COMPREHENSIVE MENTAL HEALTH AND THE CITY OF YAKIMA

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is executed by and between the CITY OF YAKIMA, WASHINGTON, a Washington State municipal corporation (hereinafter "City") and Central Washington Comprehensive Mental Health, a non-profit Washington State corporation (hereinafter "CWCMH").

WHEREAS, the Washington State Legislature has designated funds to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health service upon mentally ill offenders' release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits; and

WHEREAS, consistent with legislative intent, this MOU outlines how CWCMH and the City will work together to identify and refer potentially mentally ill offenders for screening, assessment, benefit application and community re-entry case management services. The intent of providing these services is to increase the likelihood that offenders will enter treatment and support services upon release and reduce the potential for recidivism; and

WHEREAS, both entities understand the potential benefits of providing effective screening, assessment and pre-release planning services to mentally ill offenders in jails. This MOU reflects this understanding and each entity's desire to develop a strong working relationship in order to serve the community by assisting inmates with successfully transitioning back into the community;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is agreed by and between the City and CWCMH as follows:

1. **Term.** This MOU shall be effective on February 7, 2006, and shall continue until terminated by either party in accordance with Section 21 of this MOU. Both parties may review the terms of this MOU annually or at any time either party deems necessary. Any agreed-upon modifications shall be made in accordance with Section 15 of this MOU.

2. **CWCMH's Responsibilities.** CWCMH shall:

- a. Provide on-site mental health screenings of offenders to determine if an offender would benefit from enrollment in mental health services.
- b. Conduct on-site mental health services to complete the intake process, when appropriate, and make recommendations regarding the effective management of mentally ill offenders.
- c. Develop a process with local DSHS Community Service Offices to expedite the application for or reinstatement of medical assistance benefits prior to release from jail.
- d. Offer community re-entry case management services to offenders including pre-release transition planning, assistance with the benefit application process,

establishing referrals to the offender's home of record community services, and ensuring individuals follow up with DSHS and other service appointments.

- e. Provide consultation and training services to Yakima Police Department staff as requested and as time permits.

3. City of Yakima's Responsibilities. The City shall:

- a. Provide information to assigned CWCMH staff on new bookings into the jail as requested within the time and staffing constraints of jail operation.
- b. Make referrals to assigned CWCMH staff for mental health screenings.
- c. Provide a secure space for assigned CWCMH staff to meet with offenders for screening, assessment and case management sessions.
- d. Schedule CWCMH staff screening, assessment and case management sessions with inmates.
- e. Move identified inmates from their cells to the secure meeting place.
- f. Designate a primary contact person within the Yakima Police Department for the designated CWCMH staff to communicate with regarding concerns, questions and/or information.

4. Consideration. The parties agree that each other's agreement to the terms and conditions of this MOU are of essentially equal value and that the public is best served by this MOU.

5. Administration. This MOU shall be administered by the Yakima Police Chief or his designee and the President of CWCMH or his designee.

6. Independent Contractor Status of CWCMH. CWCMH and the City understand and expressly agree that CWCMH is an independent contractor in the performance of each and every part of this Agreement. CWCMH, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. Additionally, and as an independent contractor, CWCMH and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between CWCMH or any officer, employee or agent of CWCMH and the City.

7. Taxes and Assessments. CWCMH shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, CWCMH shall pay the same before it becomes due.

8. Nondiscrimination Provision. During the performance of this MOU, CWCMH shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, marital status, political affiliation, or the

presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

9. The Americans With Disabilities Act. CWCMH agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

10. Compliance with Law. CWCMH agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

11. Indemnification and Hold Harmless.

- a. CWCMH agrees to protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any act and/or omission of CWCMH, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of CWCMH under and pursuant to this MOU including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against the City.
- b. In the event that the officials, officers, agents, and/or employees of both CWCMH and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees).
- c. Nothing contained in this Section or this MOU shall be construed to create a liability or a right of indemnification in any third party.
- d. The provisions of this Section shall survive the termination or expiration of this MOU.

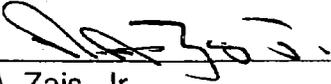
12. Assignment. This MOU, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by CWCMH to any other person or entity without the prior written consent of the City.

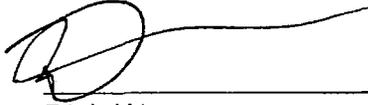
13. No Third Party Rights. This MOU is entered into for the sole benefit of the City and CWCMH. It shall confer no benefits or rights, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this MOU. The decision to assert or waive any provision of this MOU is solely that of each party.

MOU at any time with or without cause at the discretion of the City. The City will provide notification of a suspension or termination of this MOU orally or in writing. If notification by the City is provided orally, written notification will be provided within two business days.

CITY OF YAKIMA

**CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH**

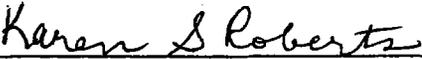
By: 
R. A. Zais, Jr.
City Manager

By: 
Rick Weaver
President/CEO

Date: Feb. 22, 2006

Date: 2/23/06

ATTEST:


City Clerk

City Contract No. 2006-17

Resolution No. R-2006-22



**MEMO OF UNDERSTANDING BETWEEN
CENTRAL WASHINGTON COMPREHENSIVE
MENTAL HEALTH
AND
Yakima County Department of Corrections**

I. PURPOSE:

In the 2005 legislative session the Washington Legislature designated funds to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health services to mentally ill offenders prior to and upon release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.

Consistent with the legislative intent, this Memo of Understanding (MOU) outlines how CWCMH and Yakima County Department of Corrections will work together to identify and refer potentially mentally ill offenders for screening, assessment, benefit application, and community re-entry case management services. The intent of providing these services is to increase the likelihood that offenders will enter treatment and support services upon release and, therefore, reduce the potential for recidivism.

This MOU shall commence on January 11, 2006 and continue indefinitely. Both parties may review terms of this memo annually, or as needed, and any agreed upon adjustments will be made at that time. Either party may terminate this agreement with 60 days written notice with or without cause. This MOU will remain in effect until there is a written notification from either party that there is a need to change or terminate this MOU. CWCMH reserves the right, by prior written notice, to end or suspend the agreements in the memo in the event that expected or actual funding from the state or other sources is withdrawn, reduced, or limited after the memo's effective date.

II. IT IS AGREED THAT CWCMH SHALL:

- a. Provide on-site mental health screenings of offenders to determine if an offender would benefit from enrollment in mental health services.
- b. Conduct on-site mental health assessments to determine if an offender is eligible for enrollment in mental health services, to complete the intake process when appropriate, and make recommendations regarding the effective management of mentally ill offenders.
- c. Develop a process with local DSHS Community Service Offices to expedite the application for, or reinstatement of, medical assistance benefits prior to release from jail.
- d. Offer community re-entry case management services to offenders to begin pre-release transition planning, assist with the benefit application process, establish referrals to community services, and ensure individuals follow up with DSHS and other service appointments.

- e. Provide consultation and training services to Yakima County Department of Corrections staff as requested and as time permits.

III. IT IS AGREED THAT YAKIMA COUNTY DEPARTMENT OF CORRECTIONS SHALL:

- a. Provide information to assigned CWCMH staff on new bookings into the jail as requested.
- b. Make referrals to assigned CWCMH staff for mental health screenings.
- c. Provide a secure space for assigned CWCMH to meet with offenders for screening, assessment, and case management sessions.
- d. Assist with moving identified inmates from their cells to the secure meeting space.
- e. Designate a primary contact person within Yakima County Department of Corrections for the designated CWCMH staff to communicate with regarding concerns, questions, or information.

CWCMH and Yakima County Department of Corrections agree that these activities are voluntary on the part of our organizations and do not commit either to specific obligations. Both organizations understand the potential benefits of providing screening, assessment, and pre-release planning services to mentally ill offenders in jails. This MOU reflects this understanding and each organization's desire to develop strong working relationship in order to serve this population and assist them with their successful transition back into the community.

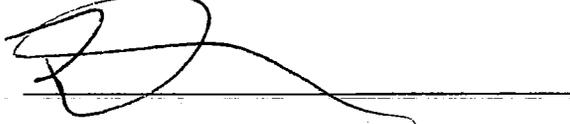
CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH

402 South 4th Avenue
P.O. Box 959
Yakima, WA 98907

YAKIMA COUNTY
DEPARTMENT OF
CORRECTIONS

111 North Front Street
Yakima, WA 98902

FOR: CENTRAL WASHINGTON
COMPREHENSIVE MENTAL HEALTH



Rick Weaver
President/CEO

Date: 1/17/06

FOR: YAKIMA COUNTY DEPARTMENT
OF CORRECTIONS



Steve Robertson
Director

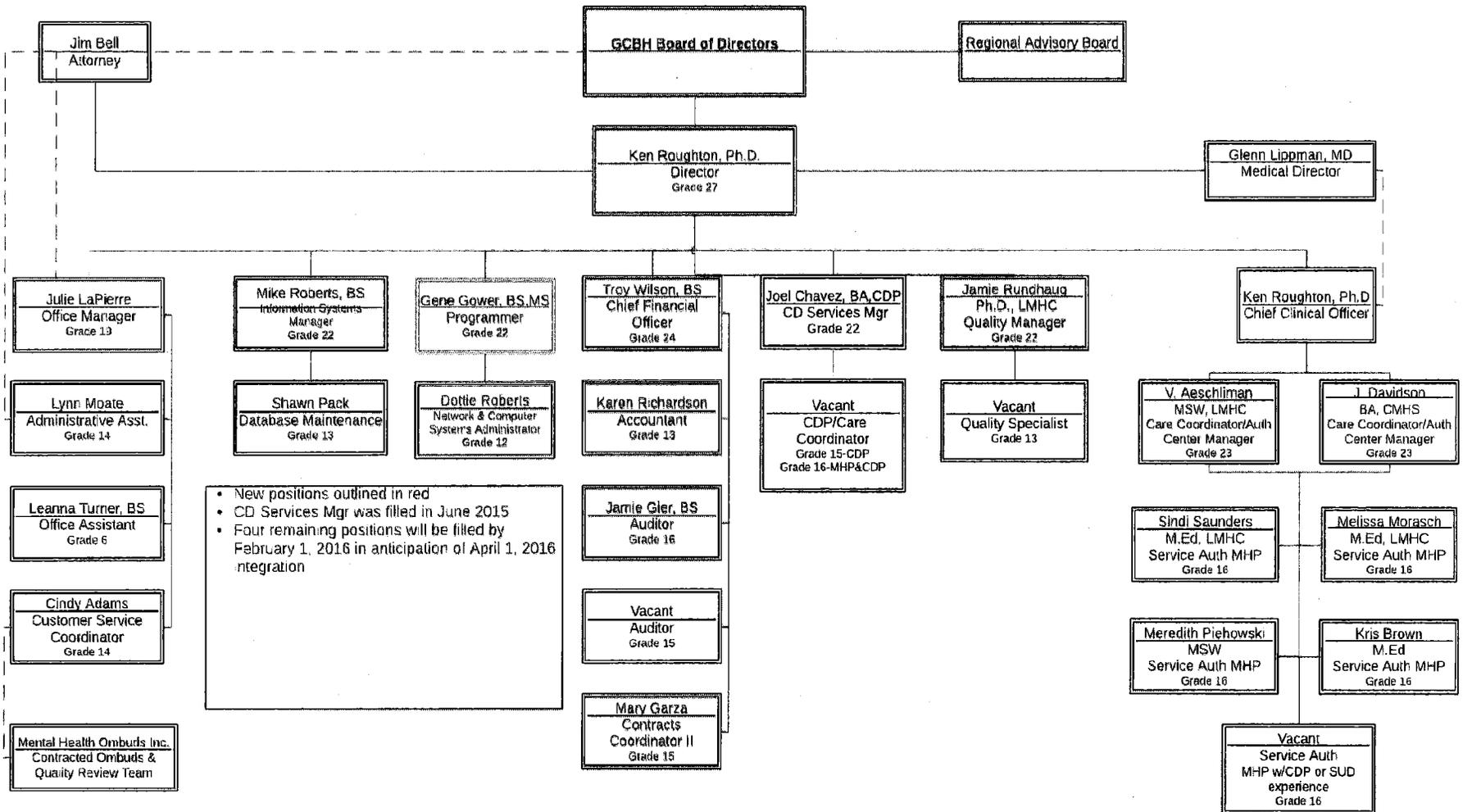
Date: 1/12/06

Attachment 6: Greater Columbia Behavioral Health Organization Chart



Greater Columbia Behavioral Health

Regional Office Organizational Chart





Attachment 7: Substance Abuse Disorders Service Matrix



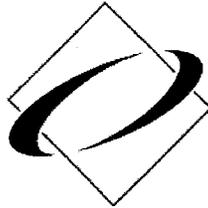
Substance Use Disorder – Service Matrix Updated 9/14/15

Number	Service	SAPT	GF-S	CJTA/Drug Court	Medicaid
1	Brief Intervention	X	X	X	X
2	Acute Withdrawal Management	X	X	X	X
3	Sub-Acute Withdrawal Management	X	X	X	X
4	Outpatient Treatment	X	X	X	X
5	Intensive Outpatient Treatment	X	X	X	X
6	Brief Outpatient Treatment	X	X	X	X
7	Opiate Substitution Treatment	X	X	X	X
8	Case Management	X	X	X	X
9	Intensive Inpatient Residential Treatment	X	X	X	X
10	Long-term Care Residential Treatment	X	X	X	X
11	Recovery House Residential Treatment	X	X	X	X
12	Assessment	X	X	X	X
13	DUI Assessment	X	X	X	X
14	Engagement and Referral	X	X		
15	Alcohol/Drug Information School		X		
16	Opiate Dependency/HIV Outreach (SAPT only for Opiate)	X	X		
17	Interim Services	X	X	X	
18	Community Outreach	X	X	X	
19	Crisis Services	X	X		
20	Sobering Services	X	X		
21	Involuntary Commitment	X	X	X	
22	Room and Board	X	X	X	
23	Therapeutic Interventions for Children	X	X		
24	Transportation	X	X	X	
25	Childcare Services	X	X	X	
26	PPW Housing Support Services	X	X		
27	Miscellaneous		X		
28	Family Hardship		X		
29	Recovery Support Services	X	X		
30	Continuing Education	X	X		



Attachment 8: Sub-Contractual Relationships and Delegation





Greater Columbia Behavioral Health

Benton Franklin CRU

2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report

Information Systems
HIPAA

Review Date: May 07, 2014

Benton Franklin CRU
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 07, 2014

INTRODUCTION

This report provides the results from the review performed by the Greater Columbia Behavioral Health (GCBH) Information Systems staff on May 07, 2014, at Benton Franklin CRU, Kennewick, Washington. The review evaluated compliance with the Health Insurance Portability and Accountability Act and Information System contractual requirements.

Participants during the on-site review included GCBH staff, Mike Roberts, IS Manager and agency staff, Ian Velasquez, Systems Analyst IV, Deena Horton, Senior Secretary.

INFORMATION SYSTEMS RESULTS

Areas of strength include:

- Committed and dedicated staff.
- **The Business Continuity / Disaster Recovery Plan is comprehensive and very well written.**
- Staff knowledgeable about business practices within the agency.
- Good network infrastructure, internal IS support, and internal security measures.
- Sufficient resources and expertise to address areas of concern.

Missing Documents (Per assessment overview document):

- Information System Assessment Tool (ISAT) Questionnaire (doc A)

Recommendations:

- **Physical and Environmental Protection (doc PE)** – In policy I#21: Workstation Use and Portable Computer Procedure, under Section I. Workstation Use, item I, the language should include the actual time lapse before the screensaver activates. Contractually, this is 20 minutes or less.
- **Media Protection (doc MP)** – Referencing Policy C-3 (Security, Retention and Destruction of Records) first, a minor typo correction. On page 2, under Section 3. Retention of records, Crisis Response Unit subsection, paragraph a. there is a discrepancy in the number of years where the first sentence states, "... **seven (6)** years beyond the last contact with the consumer." In section 4. Destruction of records, I would add specific language that may include physical shredding of media by a site that is able to issue a certificate of destruction, and the supplying of an inventory log which is signed by the agency performing the destruction of the items to be destroyed.

Suggestions:

Benton Franklin CRU
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 07, 2014

- Per the initial overview discussion, keep in mind the recent Acumentra (Auditing Agency) focal points, which include:
 - Rotation, Schedule, Backup, & Restoration – You may want to consider a single unified policy that is separate from the Business Continuity / Disaster Recovery Plan.
 - Business Continuity / Disaster Recovery Plans need to include focus on Restoration of Systems as well as a step-by-step process for specific scenarios that any staff / vendor could follow.
 - One of the items stressed by Acumentra is the timely reporting of the termination of employment of anyone who has access to WA State / RSN databases. They have further defined that to be within 1 day, so this would require each of our providers to notify GCBH within 24 hours of the departure of any staff that access our system or any of the Washington State databases, such as ProviderOne, Prism, etc. This requirement may need a change in each agency's HR end-of-employment processing to include an email to the appropriate GCBH staff.
 - From the GCBH review - Several document areas referenced in the Overview are currently covered by Jet. These include: Contractor Encounter Edits (E), Access Control (AC), Security Assessment (CA), some Configuration Management (CM), Incident Response (IR), System Maintenance (MA), Systems & Service Acquisition (SA), System & Information Integrity (SI), and System & Communications (SC). As CRU transitions to their own data system, you will want to develop policies and procedures to address these areas

CONCLUSION

Upon receipt of this draft report, the agency has ten (10) business days to submit any additional documents they were unable to produce and/or additional documentation requested by the reviewer(s) during the onsite visit.

Overall, the documentation I received covers the topic(s) the document focused on quite well. I simply do not have the Information Systems Audit Tool (ISAT) Questionnaire (doc A). I have marked up and highlighted sections in the supplied documents indicating where those documents have covered specific documentation requirements from the ISAT. These marked up copies are available upon request. Please provide the additional documentation at your earliest convenience.

Any items within the **Recommendations** area above would be required wording changes within one or more policies. Of course, if there is additional supporting documentation specifically covering these areas, I would gladly welcome receiving those documents instead of having documents changed. I understand changing policies may need an extended window of time, so I would expect recommendations to be completed within 6 months of the Final Report.

Benton Franklin CRU
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 07, 2014

Suggestions cover items that may differ from your agency's current business practices, but are not required changes. Suggestions are provided simply as an alternative that may be considered.

The agency should submit information to the GCBH contact as appropriate. Any additional documentation will be reviewed and as appropriate, adjustments may be made to this draft report. If assistance in addressing any of these recommendations is desired by the agency, GCBH freely offers to provide such requested assistance to the extent of its capabilities.

July 31, 2014

Mike Roberts
GCBH
101 N. Edison ST.
Kennewick, WA 99336-1958

RE: GCBH Draft Report CWCMH Information Systems Audit Report

Dear Mr. Roberts:

The following are our responses and action plans to correct your recommendations.

Missing Documentation

- Contractor Encounter Edits (doc E)
- System Maintenance (doc MA)
- Media Protection (doc MP)
- Physical and Environmental Protection (doc PE)
- System and Information Integrity (doc SI)
- System and Communication (doc SC)

Action:

I have included documentation for items E, MP and SI. Documentation for items MA, PE and SC will be developed and put into a corresponding agency policy and procedure. These policies will either be created or an existing policy will be updated by 12/31/2014.

GCBH Recommendation:

Rotation Schedule, Back, and Restoration

Action:

The agency Disaster Recovery Plan will be updated to include the restoration process including the testing of the restoration policy. This policy will be updated within 6 months of the Final Report.

GCBH Recommendation:

Audit and Accountability

Action:

The HIPPA Risk management policy will be updated to include verbiage to also include audit records when they are generated. This policy will be updated within 6 months of the Final Report.

GCBH Suggestions

- Update Disaster Recovery Plan to include restoration of systems as well as a step by step process for specific scenarios that any staff / vendor could follow
- Notify GCBH within 24 hours of the departure of any staff that have access to GCBH or any of the Washington State databases, such as ProviderOne, Prism, etc.
- Update Disaster Recovery Plan to have the Emergency Contact list either at the very beginning or very end of the document so that it easier to access.

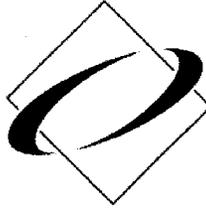
Action:

We accept the suggestions made by GCBH. The appropriate documentation and process modifications will be complete by 12/31/2014.

Thank you,

Adam Speer
Information Services Director

cc: Ken Roughton, Ph.D.



Greater Columbia Behavioral Health

Central Washington Comprehensive Mental Health

2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report

Information Systems
HIPAA

Review Date: May 12, 2014

Central Washington Comprehensive Mental Health
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 12, 2014

INTRODUCTION

This report provides the results from the review performed by the Greater Columbia Behavioral Health (GCBH) Information Systems staff on May 12, 2014, at Central Washington Comprehensive Mental Health, Yakima, Washington. The review evaluated compliance with the Health Insurance Portability and Accountability Act and Information System contractual requirements.

Participants during the on-site review included GCBH staff, Mike Roberts, IS Manager and agency staff, Adam Speer, IS Director, and Brad Suhm, Database Administrator.

INFORMATION SYSTEMS RESULTS

Areas of strength include:

- Committed and dedicated staff.
- The Business Continuity / Disaster Recovery Plan is comprehensive and very well written.
- HIPAA Risk Management policy is very well written as it applies to Security Assessment requirements and several other areas.
- Staff knowledgeable about business practices within the agency.
- Good network infrastructure, internal IS support, and internal security measures.
- Sufficient resources and expertise to address areas of concern.

Missing Documents (Per assessment overview document):

- Contractor Encounter Edits (doc E)
- System Maintenance (doc MA)
- Media Protection (doc MP)
- Physical and Environmental Protection (doc PE) *Note – documentation received from CWCMH indicated this was covered in the Disaster Recovery Plan. I could not located verbage in the plan that meets the requirements for this documentation.*
- Systems and Information Integrity (doc SI)
- System and Communication (doc SC)

Recommendations:

- **Rotation Schedule, Backup, and Restoration Policy (doc G)** – With one exception, this is covered in the Disaster Recovery Plan. What is missing, therefore needs to be included is documentation on the restoration process, including testing of the restoration process.
- **Audit and Accountability (doc AU)** – While I could not locate any documentation within the files provided that directly address system Audit records, I believe that Policy IM-045

Central Washington Comprehensive Mental Health
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 12, 2014

(HIPAA Risk Management) would be a very good candidate for modification to include appropriate verbiage to also include Audit records when they are generated.

Suggestions:

- Per the initial overview discussion, keep in mind the recent Aumentra (Auditing Agency) focal points, which include:
 - Business Continuity / Disaster Recovery Plans need to include focus on Restoration of Systems as well as a step-by-step process for specific scenarios that any staff / vendor could follow.
 - One of the items stressed by Aumentra is the timely reporting of the termination of employment of anyone who has access to WA State / RSN databases. They have further defined that to be within 1 day, so this would require each of our providers to notify GCBH within 24 hours of the departure of any staff that access our system or any of the Washington State databases, such as ProviderOne, Prism, etc. This requirement may need a change in each agency's HR end-of-employment processing to include an email to the appropriate GCBH staff.
 - From ISCA audit - Business Continuity / Disaster Recovery Plan should have the Emergency Contact list either at the very beginning or the very end of the document so that it is easier to access. Alternately, if the plan is in a binder, the contact list could be placed in the inside sleeve of the binder cover.

CONCLUSION

Upon receipt of this draft report, the agency has ten (10) business days to submit any additional documents they were unable to produce and/or additional documentation requested by the reviewer(s) during the onsite visit.

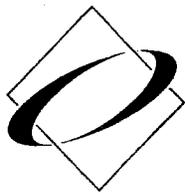
Overall, the documentation I received covers the topic(s) the document focused on quite well. I simply do not have all the documents specified in the Information Systems Audit Tool (ISAT) Overview document. I have marked up and highlighted sections in the supplied documents indicating where those documents have covered specific documentation requirements from the ISAT. These marked up copies are available upon request. Please provide the additional documentation at your earliest convenience.

Any items within the **Recommendations** area above would be required wording changes within one or more policies. Of course, if there is additional supporting documentation specifically covering these areas, I would gladly welcome receiving those documents instead of having documents changed. I understand changing policies may need an extended window of time, so I would expect recommendations to be completed within 6 months of the Final Report.

Suggestions cover items that may differ from your agency's current business practices, but are not required changes. Suggestions are provided simply as an alternative that may be considered.

Central Washington Comprehensive Mental Health
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 12, 2014

The agency should submit information to the GCBH contact as appropriate. Any additional documentation will be reviewed and as appropriate, adjustments may be made to this draft report. If assistance in addressing any of these recommendations is desired by the agency, GCBH freely offers to provide such requested assistance to the extent of its capabilities.



COPY

July 18, 2014

Gordon Cable, Manager
Benton Franklin CRU
500 N. Morain, Bldg 1 Ste 1250
Kennewick, WA 99336

RE: Information Systems Audit Report

Dear Mr. Cable:

Enclosed you will find the GCBH report of the Information Systems Audit conducted at Benton Franklin Crisis Response Unit on May 7, 2014.

Please review the attached report, and submit all corrections to Mike Roberts, IS Manager, no later than **August 4, 2014**.

Your cooperation in this process is greatly appreciated. If you have any questions please contact Mike Roberts.

Sincerely,

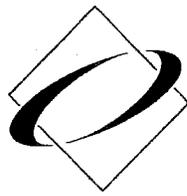
Julie Peterson for K. Roughton

Ken Roughton, Ph.D.
Director

KR: Imt

cc: Mike Roberts, IS Manager

Enclosure



Greater Columbia Behavioral Health

COPY

509-735-8681 or 1-800-795-9296, Fax 509-783-4165, <http://www.gcbh.org>, 101 N. Edison St., Kennewick, WA 99336-1958

July 21, 2014

Rick Weaver, CEO
CWCMH
P.O. Box 959
Yakima, WA 98907

RE: Information Systems Audit Report

Dear Mr. Weaver:

Enclosed you will find the GCBH report of the Information Systems Audit conducted at Central Washington Comprehensive Mental Health on May 12, 2014.

Please review the attached report, and submit all corrections to Mike Roberts, IS Manager, no later than **August 4, 2014**.

Your cooperation in this process is greatly appreciated. If you have any questions please contact Mike Roberts.

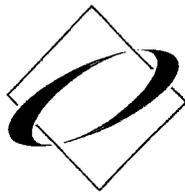
Sincerely,

Ken Roughton, Ph.D.
Director

KR: lmt

cc: Mike Roberts, IS Manager

Enclosure



August 7, 2014

Janice Luvaas, Program Director
Yakima Valley Farm Workers Clinic
918 E. Mead Avenue
Yakima, WA 98908-3493

RE: Information Systems Audit Report

Dear Ms. Luvaas:

Enclosed you will find the GCBH report of the Information Systems Audit conducted at Yakima Valley Farm Workers Clinic on May 19, 2014.

Please review the attached report, and submit all corrections to Mike Roberts, IS Manager, no later than **August 22, 2014**.

Your cooperation in this process is greatly appreciated. If you have any questions please contact Mike Roberts.

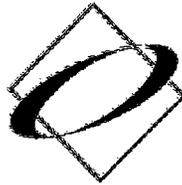
Sincerely,


Ken Roughton, Ph.D.
Director

KR: lmt

cc: Mike Roberts, IS Manager

Enclosure



Greater Columbia Behavioral Health

509-735-8681 or 1-800-795-9296, Fax 509-783-4165, <http://www.gcbh.org>, 101 N. Edison St., Kennewick, WA 99336-1958

Summary of 2014 Provider ISCA Audits

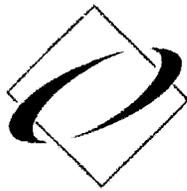
This round of provider ISCA audits revealed a general need for greater clarity in provider policies / procedures to document their compliance to the various State and Federal rules and regulations. The onsite visits and walkthroughs enabled the validation of security practices including the use of complex passwords, password history, screensaver timeout settings, and physical security to sensitive resources. Physical security included access to servers, printers, fax systems and evaluating the placement of computer screens within the office to limit visibility by others. There were no concerns or problems discovered in the physical walkthroughs at any of the sites.

Instead of issuing Final reports to the providers, this summary report was generated because 1) the outcomes of the onsite walkthroughs were very good; 2) the vast majority of recommendations centered on issues of greater clarity in provider documentation, and 3) the responses from the providers demonstrated a great willingness to make corrections in alignment with the recommendations.

Agency	Recommendations	Responses	Resolution Date
Blue Mountain Counseling	Recommend wording changes in several policy documents to provide greater specificity within those documents.	Contact indicated policies would be updated	8/8/2014
Benton/Franklin Crisis Response Unit	Recommend wording changes in documentation that would both reflect their actual practice as well as meeting compliance. Recommendations also included other policy changes such as combining elements from different policies to make one unified policy on Disaster Recovery.	Indicated they would be working to update policies.	1/17/2015
Catholic Family & Child Services - Richland	Recommend wording changes in several policy documents to provide greater specificity within those documents. Also recommended the implementation of encryption on their backup media (located at Yakima site)	They have enabled 256-bit DES encryption on backup media at the Yakima Office.	12/6/2014

Catholic Family & Child Services - Yakima	Recommend wording changes in several policy documents to provide greater specificity within those documents. Also recommended the implementation of encryption on their backup media	They have enabled 256-bit DES encryption on backup media	12/6/2014
Central Washington Comprehensive Mental Health	Limited recommendations primarily focused on changes in several policy documents to provide greater specificity within those documents.	CWCMH agreed to make changes within 6 months of final report.	12/31/2014
Lourdes Health Network	Recommend wording changes in several policy documents to provide greater specificity within those documents. Also recommended the implementation of encryption on their backup media	Agreed to revise policies for greater clarification. No Longer using backup media. Now using a backup appliance with a 2nd appliance offsite using encrypte3d connections between the appliances.	12/17/2014
Lutheran Community Services, NW	Only one recommendation that suggests greater clarity in documenting their process of destroying technology that may contain PHI.	Detailed list outlining responses and completion dates.	2/1/2015
Palouse River Counseling	Pending Supplying of Documentation		
Quality Behavioral Health	Recommend wording changes in policy documents to provide greater specificity within those documents. Also recommended the implementation of encryption on their backup media	They have enabled 256-bit DES encryption on backup media	1/10/2015
Tri-Cities Community Health	Limited recommendations primarily focused on changes in several policy documents to provide greater specificity within those documents.	Provided updated documentation.	1/17/2015
Yakima Valley Farm Workers Clinic	Recommend wording changes in several policy documents to provide greater specificity within those documents.	Reviewing and updating policy documents.	8/22/14





Greater Columbia Behavioral Health

509-735-8681 or 1-800-795-9296, Fax 509-783-4165, <http://www.gcbh.org>, 101 N. Edison St., Kennewick, WA 99336-1958

April 14, 2015

Dell Anderson, Director
Tri-Cities Community Health
PO Box 1452
Pasco, WA 99301

RE: CRR & PDV Audit Summary Report

Dear Mr. Anderson:

Enclosed you will find the GCBH Summary Report of the Clinical Record Review and Primary Data Verification Audit conducted at Tri-Cities Community Health on March 18, 2015.

Clinical Record Review: TCCH's Clinical Record Review score of 98.7% demonstrates *Exemplary Performance*. Although no Corrective Action Plan (CAP) is required, a recommendation has been made regarding the clinical treatment process. Please see the enclosed Summary Report for further details.

Primary Data Verification: TCCH's total PDV accuracy score of 99.5% demonstrates *Exemplary Performance* by State standards; therefore no CAP is required.

Although no corrections are required, you may provide corrections and system changes, if warranted, to improve quality of data submission and record keeping processes. If so, please respond within 30 days in writing.

If you have any questions, please contact Jamie Rundhaug, Quality Manager. Your cooperation in this process is greatly appreciated.

Sincerely,

Ken Roughton, Ph.D.
Director

KR: lmt

cc: Jamie Rundhaug, Ph.D., Quality Manager
Dani Repp-Holland, Database Maintenance Specialist

Enclosure



GREATER COLUMBIA BEHAVIORAL HEALTH

509-735-8681 or 1-800-795-9296, Fax 509-783-4165, <http://www.gcbh.org>, 101 N. Edison St., Kennewick, WA 99336-1958

Tri-Cities Community Health

2015

Clinical Record

&

Primary Data Verification

Reviews Report

Prepared by

Jamie Rundhaug, Quality Manager

April 14, 2015

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INTRODUCTION

Greater Columbia Behavioral Health (GCBH) Regional Support Network (RSN) conducts annual clinical record and/or data verification reviews of its Providers. Charts are reviewed via a Clinical Record Rating Tool (CRRT) designed to evaluate performance relative to State/Federal requirements, and “best practices” identified by the RSN. Primary Data Verification (PDV) encompasses the specific requirements defined by contract. During the 2012 review cycle, these reviews were conducted at Tri-Cities Community Health (TCCH) Pasco, WA on March 18, 2015.

SAMPLE SELECTION

The State contract establishes the number of encounters and charts that must be reviewed annually, for purposes of Primary Data Verification, based on the number of Providers in the RSN Provider Network. The number of encounters reviewed for each Provider is calculated by applying the Provider’s percentage of RSN-wide encounters (for the October through September period immediately preceding the beginning of the review cycle) to the number required by the State. The sample for the TCCH review encompassed 47 encounters and 11 consumer records.

The PDV sample is derived from encounter data based on the same method described above. The charts used for purposes of the Clinical Record Review (CRR) are determined using a computerized algorithm and accessed from the GCBH services database. Because some of the consumer charts thus selected must also be used for the CRR, only consumers with 2 to 6 types of service encounters are included in the sample from which random selections are made. To that end, formulas are used to identify consumers who received an Intake, Medication Monitoring/Management, and/or Crisis Services are identified, and consumers who have been receiving services for at least 180 days. The State requires that the sample reflect the proportion of adults and youth seen by the RSN and, if necessary, several randomly generated samples are drawn until the parameters are met. From the clinical records thus selected, the most recent encounters for each consumer are reviewed. This approach ensures that any issues identified by the review reflect current practice rather than an issue already discovered and addressed by the Provider.

METHODOLOGY & FINDINGS

- The Clinical Record and Primary Data Validation reviews are jointly conducted by GCBH and provider staff to allow for discussion of the criteria, their application to the record under review, and the scores given by the GCBH reviewer.
- The Clinical Record Review Tool is made available prior to the review date. GCBH provides a list of consumer charts to be reviewed approximately one week prior to the review.
- An Access-based data collection tool is used to capture the finding of both reviews. All data generated during the reviews are loaded into an Excel-based tool for analysis. That file is available to the provider upon request, via the Provider Portal.

- All scores are calculated from the raw data by use of formulas or the Excel Pivot Table function. These formulas/tables are included in the Excel file that may be requested.

The GCBH Quality Management Program is based on a philosophy of continuous improvement. For this reason, the performance target and minimum threshold are evaluated annually and increased as the RSN's provider network evidences capacity for higher levels of congruence with contractual requirements for the provision and documentation of care. *Although any score falling below the performance target is an opportunity for improvement, only those below the minimum threshold are actionable via a structured corrective action plan.*

Clinical Record Review: Outcomes and Opportunities

The table below summarizes performance in each of the domains covered by the Clinical Record Review Tool. The complete CRRT with associated scores for each criterion in the sections is available on request. Whether for an individual criterion or section, scores are displayed as percentages and are calculated as follows:

NUMERATOR	<u>The number of records for which the criterion was "Met"</u>
DENOMINATOR	<u>The total number records scored, minus those marked "N/A"</u>

The GCBH performance target for each CRRT criterion is 90%, with a minimum performance threshold of 75%. Providers are:

- Encouraged to initiate performance improvement activity for criteria scored below the 90% target, and
- Required to carry out Quality Improvement Processes (QIP's) for those scoring below the 75% minimum threshold. (Items requiring QIP's are identified in the next section of this report.)

Provider Summary Report - The overall counts and percentages for each Domain, and for the CRRT as a whole.

This table shows your agency's level of achievement. The GCBH performance target is 90%.

NOTE: 11 records were reviewed. The numbers in the table below are counts of items scored.

Response	Intake	Service Plan	Service Delivery	Med Mgmt	Clinical Record	Crisis	Grand Total
Met	104	82	22		103		311
N/A	6	27	32	33	38	11	147
Not Met		1	1		2		4
Grand Total	110	110	55	33	143	11	462
Level Achieved	100.0%	98.8%	95.7%	#DIV/0!	98.1%	#DIV /0!	98.7%

Primary Data Validation Review: Outcomes and Opportunities

These reviews are intended to improve the accuracy of encounter data, thereby providing better information for RSN and Provider decision-making and safeguards against allegations of fraud. The review assesses for accuracy/completeness relating to the following data elements.

- Recipient Demographics (includes age, date of birth, Hispanic origin, language, sexual orientation)
- Recipient Ethnicity
- Date of service
- Name of service provider (addressed by data element named Signature)
- Service location
- Procedure code (i.e., CPT and HCPCS) & modifier (if applicable)
- Service unit/duration
- Provider type (addressed by data element named Credentials)
- The presence or absence of a clinical record entry that supported the encounter submitted
- The adequacy of the clinical documentation, given the nature of the clinical interaction associated with the code submitted

The State defines a format for scoring the PDV and establishes standards relating to the various types of outcomes. These are noted in the following table which also provides, in the yellow-highlighted cells, the outcome of this review.

Type	State Definition	State Standard	Agency Score	Status
Match	There are exact matches of all the minimum data elements for each randomly selected sample between the Subcontractor's encounters and those in the clinical records. PIHP 11.4.1.2.4(a)	> 95%	99.5%	Met
No Match, Erroneous	Encounter is present in clinical and electronic records, but contains incorrect data or is missing any of the minimum data elements. PIHP 11.4.1.2.4(b)(1)	<= 5%	0.5%	Met
No Match, Unsubstantiated	Encounter was submitted by the Subcontractor but cannot be verified in the clinical record. PIHP 11.4.1.2.4(b)(3)	<= 2%	0.0%	Met
No Match, Missing	Clinical record contains evidence of a service that is not represented by an electronic record PIHP 11.4.1.2.4(b)(2)	<= 5%	NA	
Insufficient Note	GCBH Standard: Clinical Record includes an entry matching the electronic record, but the documentation is insufficient to support the code used.	<= 5%	0.0%	Met

PDV, Provider Summary Report - The error count for each type of verification conducted.															Encounters Reviewed	
Review Item Score: # Encounters	97.9%	97.9%	100.0%	97.9%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	n	47
	Count of Errors															
	Gender	Date of Birth	Ethnicity	Hispanic Origin	Language	Sexual Orientation	Service Location	CPT/HCPC Code	Modifier	Unsubstantiated Record	Duration	Signature	Credentials	Insufficient Note		
Grand Total	47	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0

Focus for Clinical Record Improvement Prior to Next Review Cycle

Clinical Record audit revealed *Exemplary Performance* for each domain of clinical treatment documentation, with an overall score of 98.7% in meeting contractual requirements. The GCBH clinical audit team recommended that TCCH consider planned supervision discussions with their clinicians to be attentive to “The Golden Thread” focus of clinical treatment. This focus begins at intake with the presenting diagnosis and symptoms, and follows through to treatment planning, the progress notes, and finally in discharge planning, in a logical and tied together fashion. TCCH indicated its intent to follow-up with this recommendation. (No CAP is required)

Focus for PDV Improvement Prior to Next Review Cycle

The PDV audit revealed *Exemplary Performance* in all of the data element requirements, with an overall score of 99.5% accuracy in encounter data elements. (No CAP required).

Follow-up is required under the following conditions:

- 1) **A Corrective Action Plan is required for each No-Match error type with a “Not Met” status.** The provisions and timelines described for CAP’s relating to the Clinical Record Review apply to any CAP’s required for the Primary Data Validation Review.
- 2) **All errors relating to the Unsubstantiated Record criterion, from which the score for the “No Match, Unsubstantiated” error type is derived, must be reviewed and addressed as follows:**
 - a) If documentation that was missing during the PDV review has since been located, it must be provided by the deadline stated in the letter or email by which this report is delivered. The score will be adjusted to reflect submissions received by the deadline.
 - b) If no documentation can be provided to substantiate the encounter, the Provider must carry out a Delete process to remove that encounter from the RSN’s database. The score will not be adjusted as a result of the corrections.

- c) If the record was deemed “unsubstantiated” because the encounter was not eligible to be reported to the RSN (e.g., the records shows that the encounter reported was a phone message rather than an actual contact with the consumer), the Provider must carry out a Delete process to remove that encounter from the RSN’s database. The score will not be adjusted as a result of the corrections.
- d) If “unsubstantiated record” errors are found, a spreadsheet providing detailed information for every encounter reviewed is uploaded to the Provider via the Provider Portal subsequent to each review; it should be used to identify the specific encounters for which the above steps must be taken.

Outcome of Clinical Record Review

- XXX The provider demonstrates **exemplary performance** relative to the standards assessed; compliance for all items **met or exceeded the 90% threshold** for focused improvement activity.
- The provider was found to be in **substantial compliance** with the standards assessed. No focused CAP’s are required, though the provider is encouraged to consider improvement activities for items scoring below the 90% threshold.
- Though the provider evidenced compliance with many of the standards assessed, **one or more CAP’s are required** to address CRRT items scoring below 75%. For each CAP, a written report describing the intervention implemented to achieve improvement, and its outcome(s), must be submitted to the GCBH Quality Manager not later than (NA).
- The provider scored 10 or more percentage points below the threshold in one or more domains of the CRRT. This is of **significant concern and CAP’s are required**. *Within 30 days of receipt of this report, the provider is expected to initiate a meeting with the GCBH Director and Quality Manager for the purpose of (1) describing how it will go about improving compliance with these standards, and (2) identifying ways in which the Quality Manager might lend support to such efforts.* (This meeting is to include the provider’s contractor, if the provider’s funding does not come directly from GCBH.) It is expected that the required CAP’s will result in evidence of marked improvement during the coming review cycle.

Outcome of Primary Data Validation Review

- XXX The provider demonstrates **exemplary performance** by meeting the State standards of: (1) > 95% exact matches between the clinical records and the data submitted relative to all the minimum data elements, and (2) ≤ 2% submitted encounters that are unsubstantiated in the clinical record. Additionally, the provider achieved an error rate of ≤ 5% for the Insufficient Note criterion.
- The provider was found to be in **compliance with two of three standards** noted above; **one CAP is required** to address the unmet standard and must be submitted to the Quality manager not later than (NA).
- The provider was found to be in **compliance with one of three standards** noted above; **a CAP is required for each unmet standard** and must be submitted to the Quality Manager not later than (NA).
- The provider met none of the three standards noted above. This is of **significant concern and CAP’s are required for each unmet standard**. *Within 30 days of receipt of this report, the provider is expected to initiate a meeting with the GCBH Director and Quality Manager for the purpose of (1) describing how it will go about improving compliance with these standards, and (2) identifying ways in which the Quality Manager might lend support to such efforts.* (This meeting is to include the provider’s contractor, if the provider’s funding does not come directly from GCBH.) It is expected that the required CAP’s will result in evidence of marked improvement during the coming review cycle. For each CAP, a written report describing the intervention implemented to achieve improvement, and its outcome(s), must be submitted to the GCBH Quality Manager not later than (NA).

REQUIRED FOLLOW-UP

If criteria requiring CAP's have been identified, documentation for all required CAPs must be submitted to the GCBH Quality Manager prior to (NA).

TCCH has demonstrated Exemplary Performance in both Clinical Records and in PDV encounters review, with scores of 98.7% and 99.5% respectively. Continued attention to contractual requirements and accuracy of submissions has enabled TCCH to attain these results.

Thank you for your agency's commitment to continually improving service quality and being in compliance with State and Federal standards.



Yakima Valley Farm Workers Clinic
BEHAVIORAL HEALTH SERVICES

8/22/14

Mike Roberts, IS Manager
Greater Columbia Behavioral Health
101 North Edison Street
Kennewick, WA 99336-1958

Dear Mike,

This is being sent as our formal response to your report from our Information Systems Audit Report conducted on May 19th, 2014. Steve Abarta in our IS Department also sent you an e-mail on Monday, August 18th, with specific responses to the recommendations listed.

Regarding the missing documents, all but the Contractor Encounter Edits have been provided to you. In his e-mail Steve asked for more information since we aren't sure what you're requesting for that. Since we didn't get clarification, this may still be something we need to provide you, so please let us know at your earliest convenience.

For the recommendations, documents that have already been provided to you address the Rotation Schedule, Backup and Restoration Policy. We are further reviewing this recommendation for what we could do to update or revise based on specific wording requests. For the Security Awareness Training, we provide this in multiple ways. We conduct mandatory yearly training on a variety of important topics and security awareness is included. The IS Department distributes posters on security that get rotated throughout the year and are placed in staff break rooms throughout the organization. The IS Department is continuing to review this recommendation and may update with more specific information. Regarding Contingency Planning documents, and specifically a "Disaster Recovery Plan", the Contingency Planning document sent to you addresses these areas, and it may be unclear to the IS department what more is needed. I believe that what Steve sent you on 8/18 may be an updated version from what you reviewed in May. Finally the Media Protection recommendation is addressed in the documents provided, however, the IS department will continue to review and will provide updates. It is our understanding that for any improvements to our system and

<input type="checkbox"/> Yakima – Main Office 918 East Mead Avenue Yakima, WA 98903-3720 Phone (509) 453-1344 Fax (509)453-2209 Toll-Free 1-800-500-0934	<input type="checkbox"/> Yakima Programs Office 120 South 3rd St., Ste. 100 Yakima, WA 98901 Phone (509) 575-8457 Fax (509) 453-1273	<input type="checkbox"/> Yakima Children's Village 3801 Kern Road Yakima, WA 98902 Phone (509) 574-3220 Fax (509)574-3211	<input type="checkbox"/> Toppenish 518 West First Avenue Toppenish, WA 98948 Phone (509) 865-3127 Fax (509) 865-5048	<input type="checkbox"/> Grandview 1000 Wallace Way Grandview, WA 98930 Phone (509) 882-4758 Fax (509)882-0329
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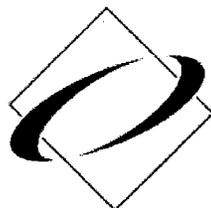
documentation, we have up to six months to respond, and although we intend to address any needed changes prior to that, please let me know if this understanding is not accurate, or if you require anything more at this time to complete the audit. Thank you for your visit and your consultation with our IS Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Janis Luvaas". The signature is fluid and cursive, with a large initial "J" and "L".

Janis Luvaas, Senior Program Director
Behavioral Health Services
Yakima Valley Farm Workers Clinic

cc: Stella Vasquez, VP, Program Operations
Steve Abarta, Senior Project Manager



Greater Columbia Behavioral Health

Yakima Valley Farm Workers Clinic

2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report

Information Systems
HIPAA

Review Date: May 19, 2014

Yakima Valley Farm Workers Clinic
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 19, 2014

INTRODUCTION

This report provides the results from the review performed by the Greater Columbia Behavioral Health (GCBH) Information Systems staff on May 19, 2014, at Yakima Valley Farm Workers Clinic, Toppenish, Washington. The review evaluated compliance with the Health Insurance Portability and Accountability Act and Information System contractual requirements.

Participants during the on-site review included GCBH staff, Mike Roberts, IS Manager and agency staff, Christopher Bevers, Senior Director of Technical Services; Steve Abarta, Project Manager; and Ken Dorais, Clinical Supervisor; and Magra Daugherty, Operations Supervisor.

INFORMATION SYSTEMS RESULTS

Areas of strength include:

- Committed and dedicated staff.
- The Business Continuity / Disaster Recovery Plan is comprehensive and very well written.
- Excellent coverage on Document CA (Security Assessment)
- HIPAA Risk Management policy is very well written as it applies to Security Assessment requirements and several other areas.
- Staff knowledgeable about business practices within the agency.
- Good network infrastructure, internal IS support, and internal security measures.
- Sufficient resources and expertise to address areas of concern.

Missing Documents (Per assessment overview document):

- Organization Chart (doc B) **Rec'd 9/05/14**
- Data Flow Chart (doc C) **Rec'd 9/05/14**
- Contractor Encounter Edits (doc E) **Rec'd 9/03/14**
- Contingency Planning (doc CP) **Rec'd 9/05/14**

Recommendations:

- **Rotation Schedule, Backup, and Restoration Policy (doc G)** – With one exception, this is a very well written document. What is missing and therefore needs to be included is documentation on the restoration process, including testing of the restoration process.
- **Security and Awareness Training (Doc AT)** – I would recommend the addition of a statement that identifies the frequency of training and refreshment training.
- **Contingency Planning (doc CP)** – While I did receive the "IS – Operations and Information Continuity Management Plan, it does not contain the classic elements of a Disaster Recovery Plan. It does make reference to a "Disaster Recovery Plan" in several areas on page 4. A copy of that document would be appreciated.

Yakima Valley Farm Workers Clinic
2013 - 2014 PIHP and State Mental Health Contracts
Provider Review Report
Review Date: May 19, 2014

- **Media Protection (doc MP)** – The digital protection portion of this document is fairly well covered in the “Electronic Access Control Policy”. What is needed is documentation that covers the destruction of paper and electronic media (hard drives, backup tapes, thumb drives). One recommendation to be considered for inclusion in the documentation addressing media destruction is the logging of what was destroyed, when, and the receipt of a certificate of destruction from the agency performing the destruction.

Suggestions:

- Per the initial overview discussion, keep in mind the recent Acumentra (Auditing Agency) focal points, which include:
 - Business Continuity / Disaster Recovery Plans need to include focus on Restoration of Systems as well as a step-by-step process for specific scenarios that any staff / vendor could follow.
 - One of the items stressed by Acumentra is the timely reporting of the termination of employment of anyone who has access to WA State / RSN databases. They have further defined that to be within 1 day, so this would require each of our providers to notify GCBH within 24 hours of the departure of any staff that access our system or any of the Washington State databases, such as ProviderOne, Prism, etc. This requirement may need a change in each agency’s HR end-of-employment processing to include an email to the appropriate GCBH staff.
 - From ISCA audit – Incident Response (doc IR) – Overall this is very well covered in the “Electronic Security Incident Response and Reporting Policy”. It may be worth considering adding verbiage regarding Intrusion Detection & Response (IDR) systems that might be implemented.

CONCLUSION

Upon receipt of this draft report, the agency has ten (10) business days to submit any additional documents they were unable to produce and/or additional documentation requested by the reviewer(s) during the onsite visit.

Overall, the documentation I received covers the topic(s) the document focused on quite well. I simply do not have all the documents specified in the Information Systems Audit Tool (ISAT) Overview document. I have marked up and highlighted sections in the supplied documents indicating where those documents have covered specific documentation requirements from the ISAT. These marked up copies are available upon request. Please provide the additional documentation at your earliest convenience.

Any items within the **Recommendations** area above would be required wording changes within one or more policies. Of course, if there is additional supporting documentation specifically covering these areas, I would gladly welcome receiving those documents instead of having

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documents changed. I understand changing policies may need an extended window of time, so I would expect recommendations to be completed within 6 months of the Final Report.

Suggestions cover items that may differ from your agency's current business practices, but are not required changes. Suggestions are provided simply as an alternative that may be considered.

The agency should submit information to the GCBH contact as appropriate. Any additional documentation will be reviewed and as appropriate, adjustments may be made to this draft report. If assistance in addressing any of these recommendations is desired by the agency, GCBH freely offers to provide such requested assistance to the extent of its capabilities.



PIHP PROVIDER SAMPLE CONTRACT

PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Contractor to provide medically necessary mental health services to Enrollees. The Contractor shall provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate pursuant to:

- (1) CFR 42 CFR 438, or any successors and Federal 1915 (b) Mental Health Waiver, Medicaid (Title XIX) State plan or any successors.
- (2) Other provisions of Title XIX of the Social Security Act, or any successors.
- (3) RCW 70.02, 71.05, 71.24, and 71.34, or any successors.
- (4) WAC 388-865 or any successors.

1. DEFINITIONS

a. **Action** means:

- (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; or
- (5) The failure of the Contractor to act within the timeframes provided in section 42 CFR 438.408(b).

b. **Advance Directive** means written instructions such as, a living will or durable power of attorney, recognized under state law and relating to the provisions of health care if the individual is incapacitated.

c. **Annual Revenue** means all revenue received by the Contractor pursuant to this Agreement for July of any year through June of the next year.

d. **Appeal** means an oral or written request to GCBH by an Enrollee, or with the Enrollee's written permission, the Enrollee's Authorized Representative, for GCBH to review an Action as defined above. See also Expedited Appeal Process.

e. **Appeal Process** means one of the processes included in the grievance system that allows an Enrollee to appeal an Action made by GCBH and communicated on a Notice of Action.

f. **Authorized Representative** means any person acting on behalf of an Enrollee who:

- In the case of a minor, the individual's parent or, if applicable, the individual's custodial parent;
- The individual's legal guardian; or
- The individual's representative if the individual gives written permission, this may include a mental health practitioner working on behalf of the individual.

g. **Capitation Payment** means a payment GCBH makes monthly to the Contractor on behalf of each recipient enrolled under a Contract for the provision of mental health services under the

State Medicaid Plan. GCBH makes the payment regardless of whether the particular recipient receives the services during the period covered by the payment.

- h. **Child Study and Treatment Center (CSTC)** means the Department of Social and Health Services' child psychiatric hospital.
- i. **Children's Long Term Inpatient Programs ("CLIP")** means the State appointed authority for policy and clinical decision-making regarding admission to and discharge from Children's Long Term Inpatient Programs.
- j. **Community Mental Health Agency ("CMHA")** means a Community Mental Health Agency that is licensed by the State of Washington to provide mental health services and Subcontracted to provide services covered under this Agreement.
- k. **Comprehensive Assessment Reporting Evaluation (CARE)** means the tool used by DSHS Aging and Long-Term Support Administration case managers to document a client's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care.
- l. **Consumer** means a person who has applied for, is eligible for or who has received mental health services. For a child under the age of thirteen (13), or for a child age thirteen (13) or older whose parents or legal representatives are involved in the treatment plan, the definition of consumer includes parents or legal representatives.
- m. **Cultural Competence** means a set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- n. **Day** for purposes of this Agreement means calendar days unless otherwise indicated in this Agreement.
- o. **Delegation Plan** means either one document or an identified set of documents that show the Contractor's compliance with the Subcontracts section of this Agreement.
- p. **Deliverable** means items that are required for submission to GCBH to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
- q. **Denial** means the decision by GCBH, or their formal designee, not to authorize covered Medicaid mental health services that have been requested by a provider on behalf of an eligible Medicaid Enrollee. It is also a denial if an intake is not provided upon request by a Medicaid Enrollee.
- r. **Division of Behavioral Health and Recovery or DBHR** means the DSHS-designated State mental health authority to administer the state and Medicaid funded mental health programs

authorized by RCW chapters 71.05, 71.24, and 71.3.

- s. **Early Periodic Screening Diagnosis and Treatment (EPSDT)** means the Early Periodic Screening Diagnosis and Treatment program under Title XIX of the Social Security Act as amended for children who have not reached their 21st birthday.
- t. **Emergent Care** means services provided for a person, that, if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.
- u. **Emerging Best Practice or Promising Practice** means a practice that presents, based on preliminary information, potential for becoming a research-based or consensus-based practice.
- v. **Enrollee** means a Medicaid recipient who is enrolled in a Pre-paid Inpatient Health Plan.
- w. **Evaluation and Treatment (E&T)** means any facility which can provide directly, or by direct arrangement with other public or private agencies, emergency evaluation and treatment, outpatient care, and timely and appropriate inpatient care to persons suffering from a mental disorder, and which is certified as such by DSHS. A physically separate and separately operated portion of a state hospital may be designated as an E&T facility. A facility which is part of, or operated by, DSHS or any federal agency will not require certification. No correctional institution of facility, or jail, shall be an E&T facility within the meaning of RCW Chapter 71.05.020.
- x. **Evidence Based Practice (EBP)** means a program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.
- y. **Expedited Appeal Process** means a process that allows an Enrollee, in certain circumstances, to file an Appeal that will be reviewed by GCBH more quickly than a standard Appeal.
- z. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.
- aa. **Family means:**
 - (1) For adult Enrollees, those the Enrollee defines as family or those appointed/assigned (e.g., guardians, siblings, caregivers, and significant others) to the Enrollee.
 - (2) For children, a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by the department of social and health services, or a Federally Recognized Tribe.
- bb. **Greater Columbia Behavioral Health (GCBH)** means GCBH's officers, employees, and authorized agents. GCBH's service area includes the counties of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Walla Walla, Whitman and Yakima.
- cc. **Grievance** means an expression of dissatisfaction about any matter other than an Action. 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 (42 CFR 438.400(b)).

- dd. **Grievance System** means the processes through a PIHP in which an Individual applying for, eligible for, or receiving mental health services may express dissatisfaction about services. The Grievance System established by the Contractor shall meet the requirements of 42 CFR 438 Subpart F, and include:
- A Grievance process;
 - An Appeal process; and
 - Access to DSHS's administrative hearing (fair hearing) process.
- ee. **Institute for Mental Disease (IMD)** means, per P.L. 100-360, an institution for mental diseases as a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. An institution is an IMD if its overall character is that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases.
- ff. **Individual** means a person who applies for, is eligible for, or receives PIHP-authorized mental health services from an agency licensed by DSHS as a behavioral health agency. For purposes of accessing the Grievance System, the definition of Individual also includes the Individual's Authorized Representative if the Individual gives written permission or, in the case of a minor, the Individual's custodial parent or legal guardian.
- gg. **Involuntary Treatment Act (ITA)** means a court order that allows for individuals to be committed to a mental hospital or institution for a limited period of time. Involuntary civil commitments are meant to provide for the evaluation and treatment of individuals with a mental disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. An initial commitment may last up to 72 hours, but, if necessary, individuals can be committed for additional periods of 14, 90, and 180 calendar days (RCW 71.05.240 and 71.05.920).
- hh. **Large Rural Area** means areas with a population density of less than 20 people per square miles.
- ii. **Medicaid Funds** means funds provided by the Centers for Medicare and Medicaid (CMS) Authority under Title XIX of the Social Security Act.
- jj. **Medicaid Mental Health Benefits Booklet** means the state-produced mechanism to help Medicaid Enrollees understand the requirements and benefits of the Regional Support Network.
- kk. **Medical Necessity or Medically Necessary** means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all. Additionally, the individual must be determined to have a mental illness covered by Washington State for public mental health services. The individual's impairment(s) and corresponding need(s) must be the result of

a mental illness. The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness. The individual is expected to benefit from the intervention. The individual's unmet need cannot be more appropriately met by any other formal or informal system or support.

- ll. **Mental Health Care Provider ("MHCP")** means the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level in a related field or A.A. level with two (2) years experience in the mental health or related fields.
- mm. **Mental Health Professional** means:
- (1) A psychiatrist, psychologist, psychiatric nurse or social worker as defined in chapters 71.05 and 71.34 RCW.
 - (2) A person with a master's degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional.
 - (3) A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986.
 - (4) A person who had an approved waiver to perform the duties of a Mental Health Professional that was requested by the regional support network and granted by DSHS prior to July 1, 2001; or
 - (5) A person who has been granted a time-limited exception of the minimum requirements of a mental health professional by DBHR consistent with WAC 388-865-0265.
- nn. **Notice of Action** means a written notice GCBH provides to an Individual, and if applicable, the Individual's Authorized Representative, to communicate an Action.
- oo. **Post Stabilization Services** means covered services, related to an emergency medical condition that are provided after an Enrollee is stabilized in order to maintain the stabilized condition, or, under the circumstances described in 42 CFR §438.114(e) to improve or resolve the Enrollee's condition.
- pp. **Prepaid Inpatient Health Plan (PIHP)** means an entity that:
- Provides medical services to Enrollees under contract with the State agency, and on the basis of prepaid capitation payments, or other payment arrangements that do not use State plan payment rates;
 - Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its Enrollees; and
 - Does not have a comprehensive risk contract.
- qq. **ProviderOne** means the Department of Social and Health Services' Medicaid Management Information Payment Processing System.
- rr. **Publish** means an officially sanctioned document provided by DSHS and/or GCBH on DBHR and/or GCBH internet or intranet websites for downloading, reading, or printing. The Contractor

shall be notified in writing or by e-mail when a document meets these criteria.

- ss. **Quality Assurance** means a focus on compliance to minimum requirements (e.g. rules, regulations, and Contract terms) as well as reasonably expected levels of performance, quality, and practice.
- tt. **Quality Improvement** means a focus on activities to improve performance above minimum standards/reasonably expected levels of performance, quality, and practice.
- uu. **Quality Strategy** means an overarching system and/or process whereby quality assurance and quality improvement activities are incorporated and infused into all aspects of an organization's or system's operations.
- vv. **Receiving RSN** means the RSN into whose region the Referring RSN is pursuing the transfer.
- ww. **Recovery** means the process in which people are able to live, work, learn, and participate fully in their communities.
- xx. **Reduction** means the decision by GCBH, or their designee, to decrease a previously authorized covered Medicaid mental health service described in the Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to decrease or change a covered service in the Individualized Service Plan is not a reduction.
- yy. **Referring RSN** means the RSN in whose region the individual being transferred resided and/ from whom they received services prior to State hospital admission.
- zz. **Regional Support Network (RSN)** means a county authority or group of county authorities or other entity recognized by the Secretary to administer mental health services in a defined region.
- aaa. **Resilience** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- bbb. **Request for Service** means the point in time when services are sought or applied for through a telephone call, walk-in, or written request for services from an Enrollee or the person authorized to consent to treatment for that Enrollee. For purposes of this Agreement, an EPSDT referral is only a Request for Service when the Enrollee or the person authorized to consent to treatment for that Enrollee has confirmed that they are requesting service.
- ccc. **Routine Services** means services that are designed to alleviate symptoms, to stabilize, sustain and facilitate progress toward mental health. These services do not meet the definition of urgent or emergent care.
- ddd. **Rural Area** means areas with a population density of at least twenty (20) and less than five hundred (500) people per square mile.
- eee. **Service Area** means the geographic area covered by this Agreement for which the Contractor is responsible. The Contractor is responsible for the provision of services within the boundaries [COUNTY] County. The service area may also include other boundaries as described in the

Special Projects Section of this Agreement.

- fff. **Specialized Non-Medicaid Services** means, for purposes of the RSN Transfer Protocol, IMD admissions, residential placements and state hospital census.
- ggg. **Suspension** means the decision by GCBH, or their formal designee, to temporarily stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to temporarily stop or change a covered service in the Individualized Service Plan is not a suspension.
- hhh. **Termination** means the decision by GCBH, or their formal designee, to stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to stop or change a covered service in the Individualized Service Plan is not a termination.
- iii. **Urban Area** means areas that have a population density of at least five hundred (500) people per square mile.
- jjj. **Urgent Care** means a service to be provided to persons approaching a mental health crisis. If services are not received within twenty four (24) hours of the request, the person's situation is likely to deteriorate to the point that emergent care is necessary.
- kkk. **Wraparound with Intensive Services (WISe)** means a program model that includes a range of service components that are individualized, intensive, coordinated, comprehensive and culturally competent and provided in the home and community. WISe is for children, youth, and young adults up to age twenty one (21) who are experiencing mental health symptoms to a degree that is causing severe disruptions in the youth's behavior, interfering with their functioning in family, school or with peers that requires:
- The involvement of the mental health system and other youth, young adult and child-serving systems and supports;
 - Intensive care collaboration; and
 - Ongoing intervention to stabilize the child, youth, young adult and family in order to prevent a more restrictive or institutional placement.

2. PROVIDER CREDENTIALING

- a. The Contractor shall hold all necessary licenses, certifications and/or permits as required by law for the performance of the activity to be performed under this Agreement. The Contractor shall notify GCBH in the event of a change in status of any required license or certification.
- b. The Contractor shall have written policies that require monitoring of provider credentials. The Contractor shall only use CMHAs that are licensed and/or certified by the State. Clubhouses must meet all credentialing requirements put in place by the State.
- c. The Contractor shall maintain documentation that all MHCPs are currently licensed in the State of Washington.

- d. The Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

3. EXCLUDED PROVIDERS

- a. The Contractor shall not contract with any subcontractors that are excluded or disqualified from participating in Federal Assistance Programs. The Contractor must verify that the agency they intend to Contract with is not excluded or disqualified. This may be accomplished by any of these options:
- Checking 5 % Exclusions; or
 - Collecting a self-attestation form from the subcontractor; or
 - Adding a clause or condition to the covered transaction with that person.
- b. The Contractor must participate in enhanced screening activities performed by DSHS as required under CFR 455.450.
- c. The Contractor is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 42 CFR 455.106, and 42 CFR 1001.1901(b)). The Contractor shall:
- (1) Monitor for excluded individuals and entities by:
- Screening Contractor employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Agreement.
 - Provide information to GCBH, via the transactions designated by the GCBH Data Dictionary, concerning newly added Contractor employees, subcontractors and County Commissioners, as required by GCBH policy OIG and Federal Exclusion Check Requirements as amended, revised and/or replaced. GCBH policies are available on the GCBH website: www.gcbh.org.
- d. The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities.
- e. If GCBH notifies the Contractor that an individual or entity is excluded from participation, the Contractor shall immediately terminate all beneficial, employment, contractual, and control relationships with the excluded individual or entity (WAC 388-502-0030). The list of excluded individuals will be found at: <http://www.oig.hhs.gov/fraud/exclusions.asp>.
- f. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees. (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2). SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm).

- g. 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)).

4. PHYSICIAN INCENTIVE PLANS

The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not contract with any Subcontractor operating such a plan.

5. TRAINING

- a. The Contractor shall participate in trainings, meetings and/or conferences when requested by GCBH and/or DSHS.
- b. The Contractor must participate in GCBH and/or DSHS offered training on the implementation of Evidence-Based Practices and Promising Practices. Requests for GCBH and/or DSHS to allow an exception to participation in required training must be in writing and include a plan for how the required information will be provided to targeted Contractor staff.

6. INCIDENT REPORTING

- a. The Contractor must maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policies must address the Contractor's oversight and review of the requirements in this section.
- b. The Contractor must report and follow-up on all incidents involving Enrollees, listed below.
- c. The Contractor must provide initial notification and any follow up to the GCBH Incident Manager. Contractor may use the standardized form found in the GCBH Incident Report policy. Reports shall contain, at a minimum, the following:
- A description of the incident;
 - The date and time of the incident;
 - Incident location;
 - Incident type;
 - Names and ages, if known, of all individuals involved in the incident;
 - The nature of each individual's involvement in the incident;
 - The service history with the Contractor, if any, of individuals involved;
 - Steps taken by the Contractor to minimize harm; and
 - Any legally required notifications made by the Contractor.
- d. The Contractor must report and follow-up on the following incidents. In addition, the Contractor shall use professional judgment in reporting incidents not listed herein:
- (1) Category One Incidents: the Contractor must report and also notify the DBHR Incident Manager by telephone or email immediately upon becoming aware of the occurrence of any of the following Category One incidents involving any individual that was served within 365 calendar days of the incident.

- (A) Death or serious injury of patients, clients, staff, or public citizens at a DSHS facility or a facility that DSHS licenses, contracts with, or certifies.
- (B) Unauthorized leave of a mentally ill offender or a sexual violent offender from a mental health facility or a Secure Community Transition Facility. This includes Evaluation and Treatment centers (E&T) Crises Stabilization Units (CSU) and Triage Facilities that accept involuntary clients.
- (C) Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client.
- (D) Any event involving an individual or staff that has attracted media attention.
- (2) Category Two Incidents: the Contractor must report within one (1) working day of becoming aware that any of the following Category Two Incidents has occurred, involving an Enrollee:
 - (A) Alleged client abuse or client neglect of a serious or emergent nature by an employee, volunteer, licensee, Contractor, or another client.
 - (B) A substantial threat to facility operation or client safety resulting from a natural disaster (to include earthquake, volcanic eruption, tsunami, fire, flood, an outbreak of communicable disease, etc.).
 - (C) Any breach or loss of client data in any form that is considered as reportable in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and that would allow for the unauthorized use of client personal information. In addition to the standard elements of an incident report, RSNs will document and/or attach: 1) the Police report, 2) any equipment that was lost, and 3) specifics of the client information.
 - (D) Any allegation of financial exploitation as defined in RCW 74.34.020.
 - (E) Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and/or certifies.
 - (F) Any event involving a client or staff, likely to attract media attention in the professional judgment of the Contractor.
 - (G) Any event involving: a credible threat towards a staff member that occurs at a DSHS facility, a facility that DSHS licenses, contracts with, or certifies; or a similar event that occurs within the community. A credible threat towards staff is defined as "A communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member's family, which resulted in a report to Law Enforcement, a Restraining/Protection order, or a workplace safety/personal protection plan."
 - (H) Any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor.
 - (I) A life safety event that requires an evacuation or that is a substantial disruption to the facility.

- e. Comprehensive Review: GCBH may require the Contractor to initiate a comprehensive review of any incident.
 - (1) If the Contractor does not respond according to the timeframe in GCBH's request, GCBH may obtain information directly from any involved party and request their assistance in the investigation.
 - (2) GCBH may request medication management information.
 - (3) GCBH may also review or may require the Contractor to review incidents that involve

clients who have received services from the Contractor more than 365 calendar days prior to the incident.

- f. Incident Review and Follow-up: the Contractor will review and follow-up on all incidents reported. The Contractor will provide sufficient information, review, and follow-up to take the process and report to its completion. An incident will not be categorized as complete until the following information is provided:
- (1) A summary of any incident debriefings or review process dispositions;
 - (2) Whether the person is in custody (jail), in the hospital, or in the community, and if in the community whether the person is receiving services. If the client cannot be located, the Contractor will document in the Incident reporting system the steps that the Contractor took to attempt to locate the client by using available local resources;
 - (3) Documentation of whether the client is receiving or not receiving mental health services from the Contractor at the time the incident is being closed;
 - (4) In the case of a death of the client, the Contractor must provide either a telephonic verification from an official source or via a death certificate;
 - (5) In the case of a telephonic verification, the Contractor will document the date of the contact and both the name and official duty title of the person verifying the information; and
 - (6) If this information is unavailable, the attempt to retrieve it will be documented.
- g. GCBH may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

7. ENROLLMENT

Enrollees of all ages who reside within the Contractor's service area who are enrolled in any of the programs included in the Federal 1915 (b) Mental Health Waiver are covered by this Agreement.

8. DELEGATION

- a. A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor shall monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis.
- (1) Prior to any new delegation of any contracted responsibility or authority described in this Agreement through a Subcontract or other legal Agreement, the Contractor shall use a delegation plan.
 - (2) The Contractor shall only contract with licensed service providers for the provision of direct services per RCW 71.24.045 and WAC 388-865-0284.
 - (3) The Contractor shall maintain and make available to GCBH, DSHS and its EQRO Contractors all delegation plans, for currently in place Subcontractors. The delegation plan must include the following:
 - i. An evaluation of the prospective Subcontractor's ability to perform delegated activities.
 - ii. A detailed description of the proposed subcontracting arrangements, including (1) name, address, and telephone number of the Subcontractor(s), (2) specific contracted services, (3) compensation arrangement, and (4) monitoring plan.
 - iii. The required Subcontract language that specifies the activities and responsibilities delegated and provides for revoking delegation or imposing other sanctions if the Subcontractor's performance is not adequate.

b. Subcontract Submission:

- (1) Within 30 days of execution of a Subcontract to perform any function under this Agreement, the Contractor shall submit copies of the Subcontracts to GCBH.
 - When substantially similar Agreements are executed with multiple Subcontractors an example Agreement may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all Subcontractors for each Agreement and the period of performance must also be submitted.

9. INFORMATION REQUIREMENTS

a. Enrollee Information: The Contractor must provide information to Enrollees that complies with the requirements of 42 CFR 438.100, 438.10 and 438.6(i)(3).

- (1) The Contractor and its subcontractors shall maintain written policy and procedures addressing all information requirements, and shall:
 - i. Use the Washington Medicaid Mental Health Benefit Booklet published by DSHS and the GCBH Benefit Handbook published by GCBH as the mechanisms by which Enrollees are notified of their benefits, rights, and responsibilities.
 - ii. Offer every Enrollee at the time of an intake evaluation the Washington Medicaid Mental Health Benefit Booklet published by DSHS and the GCBH Benefit Handbook published by GCBH. The Washington Medicaid Mental Health Benefit Booklet can be downloaded from: <http://dshs.wa.gov/dbhr/mhmedicaidbenefit.shtml>. The GCBH Benefit Handbook can be downloaded from: <http://www.gcbh.org>.
 - iii. Provide to GCBH the information necessary to update the Medicaid Mental Health Benefits Booklet and the GCBH Benefit Handbook within 14 days of any changes that are made to any Contractor or Subcontractor(s) content contained in the booklets.
 - iv. Provide interpreter services for Enrollees who speak a primary language other than English for all interactions between the Enrollee and the Contractor and/or Subcontractor(s) including, but not limited to, customer service, all appointments for any covered service, crisis services, and all steps necessary to file a Grievance or Appeal.
 - v. Provide written translations of generally available materials including, at a minimum, applications for services, consent forms, Notice of Action in each of the DSHS prevalent languages that are spoken by five percent (5%) or more of the population of the State of Washington based on the most recent US census. DSHS has determined based on this criteria that Spanish is the currently required language.
 - vi. Materials may be provided in English if the Enrollee's primary language is other than English but the Enrollee can understand English and is willing to receive the materials in English. The Enrollee's consent to receiving information and materials in English must be documented in the client record.
 - vii. For Enrollees whose primary language is not translated, the requirement may be met by providing the information through audio or video recording in the Enrollee's primary language, having an interpreter read the materials in the Enrollee's primary language or providing materials in an alternative format that is acceptable to the Enrollee. If one of these methods is used it must be documented in the client record.
 - viii. Ensure that Mental Health Professionals and MHCPs have an effective mechanism to

- communicate with Enrollees with sensory impairments.
 - ix. Post a multilingual notice in English and in each of the DSHS prevalent languages, which advises consumers that information is available in other languages and how to access this information. The DSHS prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese.
 - xi. Post an English copy as well as 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.
 - xii. Maintain a log of all Enrollee requests for interpreter services, or translated written material and provide copies of the logs to GCBH upon request.
- b. **Customer Service:**
- (1) The Contractor shall provide customer service that is customer-friendly, flexible, proactive, and responsive to consumers, families, and stakeholders. The Contractor shall provide a toll free number for customer service inquiries. A local telephone number may also be provided for Enrollees within the local calling area.
 - (2) At a minimum, Customer Service staff shall:
 - i. Promptly answer telephone calls from consumers, family members and stakeholders from 8 a.m. until 5:00 p.m. Monday through Friday, holidays excluded.
 - ii. Respond to consumers, family members and stakeholders in a manner that resolves their inquiry. Staff must have the capacity to respond to those with limited English proficiency or hearing loss.
 - iii. Customer service staff must be trained to distinguish between a benefit inquiry, third party insurance issue, Appeal or Grievance and how to route these to the appropriate party.
- c. The Contractor shall participate in and cooperate with DSHS efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. (42 CFR 438.206(c)(2)). At a minimum the Contractor and its subcontractors shall:
- (1) Offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each Enrollee with limited English proficiency at all points of contact, in a timely manner during all hours of operation. (CLAS Standard 4);
 - (2) Offer language assistance to Enrollees who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);
 - (3) Inform all Enrollees of the availability of language assistance services clearly and in their preferred language, verbally and in writing. (CLAS Standard 6);
 - (4) Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);
 - (5) Provide easy-to-understand print, and multimedia materials, and signage in the languages

commonly used by the populations in the service area, presented in an easily understood format. (CLAS 8);

- (6) Establish culturally and linguistically appropriate goals. (CLAS Standard 9);
- (7) Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities. (CLAS Standard 10);
- (8) Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery. (CLAS 11); and
- (9) Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS 14).
- (10) No later January 20, 2016, for the period of July 1, 2015, through December 31, 2015, the Contractor shall provide GCBH with an annual report evidencing its compliance with each CLAS standard.

d. The Contractor shall provide upon the Enrollee's request:

- (1) Information to on the names, locations, telephone numbers of, and non-English service providers in the service area; including providers that are not accepting new Enrollees.
- (2) Identification of individual MHCPs who are not accepting new Enrollees.
- (3) CMHA licensure, certification and accreditation status.
- (4) Information that includes but is not limited to, education, licensure, registration, and Board certification and/or-certification of Mental Health Professionals and MHCPs.

10. PAYMENT

- a. Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public mental health system.
- b. Cost sharing and premium charges are not allowed under this contract.
- c. GCBH shall make no payment to a provider other than the Contractor for services available under this contract, except when specifically provided for in XIX of the Act, in CFR 42.
- d. DSHS may suspend some or all payments to the Contractor when there is a pending investigation of a credible allegation of fraud against the Contractor. (1903.(i) (2) (C))
- e. The Contractor shall be paid monthly using a GCBH Board approved funding mechanism. These payment rates are developed using estimates provided by DBHR at the beginning of each fiscal year. In the event Medicaid population numbers do not meet these estimates or the funding provided by DSHS is increased or decreased, funding may be revised to reflect these changes. The Funding Schedule, as amended, revised and/or replaced, is available on the GCBH website: www.gcbh.org.
- f. During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall provide mental health services in accordance with this Agreement through the end of the month for which it has received a capitation payment.

- h. If the Contractor terminates this Agreement or will not be entering into any subsequent Agreements, GCBH will require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with and approved by GCBH. Funds will be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must give notice at least 90 days prior to the end of the Agreement if a decision is made not to enter into a subsequent Agreement. Any funds not spent for the provision of services under this Agreement shall be returned to GCBH within 60 days of the last day this Agreement is in effect.
- i. GCBH shall reimburse the Contractor and any crisis service provider accessed by Enrollees while the Enrollee is in or out of the State within 60 calendar days from the date the bill is received by GCBH.
- j. If Federal Financial Participation (FFP) is recouped GCBH, the Contractor must reimburse the amount recouped to GCBH within 30 days of notification by GCBH.
- k. Rates for July 1, 2015 through March 31, 2016 - Following the end of the annual legislative session, GCBH will offer a revised Funding Schedule posted to the GCBH website: www.gcbh.org with the proposed capitation payment for the next Fiscal Year. If for any reason the Contractor does not agree to continue to provide services using the proposed funds, the Contractor must provide comply with the Termination Notice Requirements Section of the Agreement.
- l. During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall be responsible to provide all mental health services through the end of the month for which it has received a capitation payment.
- m. Each capitation payment will be reduced by the amount paid by GCBH on behalf of the Contractor 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, GCBH will withhold the amount in question from the final payment until the dispute is resolved.
- n. GCBH will withhold 50 percent of the final payment under this Agreement until all final reports and data are received and accepted by GCBH, and until all pending corrective actions, penalties, or unpaid assessments are satisfied.
- o. Financial Reporting and Certification: Financial Reports and Certifications are due within 30 days of the second quarter end (December and June of each year). Only one report is due within this Agreement period, and shall be submitted to GCBH with accompanying certification, by January 30, 2016. The Contractor shall submit the following components in a single form provided by GCBH:
 - (1) The PIHP Revenue and Expenditure, report in compliance with the BARS Supplemental for Mental Health Services promulgated by the Washington State Auditor's Office and the Revenue and Expenditure Report Instructions published by GCBH. Contractor must maintain fiscal records that clearly separate revenue received from GCBH (i.e Medicaid,

- State, MHBG, Jail, etc.).
- (2) The amounts paid, if any, to Federally Qualified Health Centers for services.
 - (3) Any revenue collected by Subcontractors for services provided under this Agreement. This includes revenue collected from Medicare, insurance companies, co-payments, and other sources. The Contractor must certify that a process is in place to demonstrate that all third party revenue resources for services provided under this Agreement are identified, pursued, and recorded by the Subcontractor, in accordance with Medicaid being the payer of last resort.
 - (4) In addition, the Contractor shall submit a single financial certification form, provided by GCBH, indicating that financial information reported on Revenue and Expenditure documents are true and correct to the best of their knowledge per instructions provided by GCBH.
 - (5) If the Contractor is unable to provide valid certifications or if GCBH finds discrepancies in the Revenue and Expenditure Report, GCBH may initiate remedial action. Remedial action may include recoupment from funds disbursed during the current or successive Agreement period. Recoupment shall occur within 90 days of the close of the State fiscal year or within 90 days of GCBH's receipt of the certification, whichever is later.
 - (6) GCBH reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data at any time.
 - (7) The Contractor and all Subcontractors must have an independent annual financial audit completed within 275 days of the Contractor's fiscal year end. This audit must be performed by either the Washington State Auditor's Office or an independent accounting firm licensed to perform such audits. A copy of the completed audit report and manager letter must be submitted to GCBH within thirty (30) days of the reports issuance. Failure for the Contractor or its Subcontractors to comply with this term may result in corrective action, the withholding of payment and/or termination in accordance with the terms of this Agreement.

11. ACCESS TO CARE

- a. The Contractor shall ensure services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.
- b. Services shall be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in §440.230.
- c. The Contractor may place appropriate limits on a service for the purpose of utilization control, provided the services furnished can reasonably be expected to be sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. CFR438.210(3)(iii)(B).
- d. The Contractor shall not deny or reduce the amount, duration, or scope of a required service solely because of the diagnosis, type of illness or condition.
- e. The Contractor shall not discriminate against difficult-to-serve Enrollees. Examples include a refusal to treat an Enrollee because the Enrollee is deemed too dangerous, because housing is not available in the community, or that a particular type of residential placement

is not currently available.

- f. The Contractor may refuse to provide, reimburse for, or provide coverage of certain services based on moral or religious grounds.
 - (1) If the Contractor chooses to refuse any services or coverages on moral or religious grounds it must provide a list of those services to Enrollees.
 - (2) If the Contractor establishes any new policy regarding a moral or religious objection to any service or coverage it must notify GCBH 30 days prior to enacting the policy and all of its Enrollees within 90 days of adopting of enacting the policy. Any policy not expressly conveyed to GCBH prior to the start date of this contract shall be classified as "new".

- g. If the Contractor is unable to provide the services covered under this Agreement, the services must be purchased within twenty eight (28) calendar days for an Enrollee with an identified need. The Contractor shall continue to pay for medically necessary mental health services outside the service area until the Contractor is able to provide them within its service area.

- h. At a minimum the Contractor shall:
 - (1) Offer an intake evaluation by a MHP within ten (10) business days of an Enrollee request.
 - (2) Maintain the ability to provide an intake evaluation at an Enrollee's residence, including adult family homes, assisted living facilities or skilled nursing facilities, including to persons discharged from a state hospital or evaluation & treatment facilities to such placements when the Enrollee requires an offsite service due to medical needs.
 - (3) Provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate consistent with the Medicaid state plan and the Federal 1915 (b) Mental Health Waiver.
 - (4) Maintain the ability to provide services to Enrollees in their residence, including adult family homes, assisted living facilities and skilled nursing facilities when required due to medical needs.

- i. Changes in capacity: A significant change in capacity is defined as the termination of this Contract, the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Contractor or Subcontractor site that is providing services required under this Agreement. The Contractor must notify GCBH and impacted Enrollees thirty (30) calendar days prior to terminating any of its Subcontracts with entities that provide direct services or entering into new Subcontracts with entities that provide direct service. This notification must occur prior to any public announcement of this change.
 - (1) The Contractor must notify all impacted Enrollee's within 15 days after receipt or issuance of a contract termination notice with any of its providers.
 - (2) If either the Contractor or the Subcontractor terminates a Subcontract in less than thirty (30) calendar days or a site closure occurs in less than thirty (30) calendar days, the Contractor must notify GCBH as soon possible and prior to a public

announcement.

- (3) The Contractor shall notify GCBH of any other changes in capacity. Events that affect capacity include, but are not limited to: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, medically necessary services.
 - (4) If any significant change occurs, the Contractor must submit a plan to GCBH for Enrollees and services that include at least:
 - Notification to Ombuds services.
 - Crisis services plan.
 - Plan for provision of uninterrupted services.
 - Plan for retention and/or transfer of clinical records.
 - Any information released to the media.
- j. Appointment Standards: The Contractor shall comply with appointment standards that are consistent with the following:
- (1) The Contractor shall make available crisis mental health services on a twenty four (24)-hour, seven (7) days per week basis that may be accessed without full completion of intake evaluations and/or other screening and assessment processes.
 - Emergent mental health care must occur with two (2) hours of a request for mental health services from any source.
 - Urgent care must occur within twenty four (24) hours of a request for mental health services from any source.
- k. A routine intake evaluation appointment must be available and offered to every Enrollee within fourteen (14) calendar days of the request, with a possible extension of up to an additional fourteen (14) calendar day, unless both of the following conditions are met:
- An intake evaluation has been provided in the previous twelve (12) months that establishes medical necessity; and
 - The Contractor agrees to use the previous intake evaluation as the basis for authorization decisions.
- l. The time period from request from mental health services to the first Routine Service appointment offered must not exceed twenty eight (28) calendar days.
- m. The Contractor must document the reason for any delays. This includes documentation when the consumer declines an intake appointment within the first ten (10) business days following a request or declines a Routine appointment offered within the twenty eight (28) calendar day timeframe.
- n. GCBH will monitor the frequency of Routine appointments that occur after twenty eight (28) calendar days for patterns and apply corrective action where needed.
- o. The Contractor must offer consumers assistance with accessing enrollment into health plans if the consumer is uninsured at the time they present for services.

- p. The Contractor shall comply with Exhibit D, RSN Transfer Protocol.

12. UTILIZATION MANAGEMENT

a. Authorization General Requirements:

- (1) GCBH, or its formal designee, shall make a determination of eligibility based on GCBH's Access to Care Standards (Exhibit A) and Level of Care Guidelines as amended, replaced or revised. GCBH's Level of Care Authorization policy is available on the GCBH website: www.gcbh.org.
- (2) GCBH, or its formal designee, shall provide a written Notice of Determination or Notice of Action (in accordance with 42 CFR§438.404), to the CMHA and the Enrollee or their legal representative within 14 days of the authorization decision.

b. Authorization for Routine Services:

- (1) GCBH, or its formal designee, shall make a determination of eligibility for an initial authorization of routine services based on medical necessity and the Access to Care Standards (Exhibit A) following the initiation of the intake evaluation.
- (2) A decision by GCBH, or its formal designee, whether to authorize initial routine services shall occur within 14 days of the date the intake evaluation was initiated, unless the Enrollee or the CMHA requests an extension from GCBH or its formal designee.
- (3) Authorization and provision of routine Services may begin before the completion of the intake evaluation once medical necessity has been established.
- (4) An extension of up to 14 additional days to make the authorization decision is possible upon request by the Enrollee or the CMHA or the Contractor justifies (to GCBH upon request) a need for additional information and how the extension is in the Enrollee's interest.
- (5) Authorization decisions must be expedited to no longer than three (3) business days after receipt of the request for services if either of the following is true:
 - the Enrollee's presenting mental health condition affects their ability to maintain or regain maximum functioning; or
 - the Enrollee presents a potential risk of harm to self or others.

c. Authorization for Inpatient Services:

- (1) GCBH, or its formal designee, shall adhere to the requirements set forth in the Community Psychiatric Inpatient Instructions and Requirements available on GCBH's website: www.gcbh.org.
- (2) GCBH, or its formal designee, shall make a decision regarding certification of psychiatric inpatient care within twelve (12) hours of the initial request.
 - If the authorization is denied, GCBH, or its formal designee, shall provide a Notice of Action to the CMHA and the Enrollee or their legal representative.
- (3) The Contractor shall ensure that authorized community psychiatric inpatient services are continued through an Enrollee's discharge should a community hospital become insolvent, including any requirement for transfer.
- (4) Institutes of Mental Disease: The Contractor may provide services for individuals who are aged 22 to 64 in Institutes for Mental Disease (IMD) in lieu of covered acute psychiatric services for up to 30 calendar days per admission. The Contractor is not required to provide these services in IMD settings. These services are substituted

only for covered acute inpatient or evaluation and treatment and may not be used for long-term IMD services. Encounters of these services shall be reported as described in the Service Encounter Reporting Instructions (SERI).

- (5) Choice of MHCP: The Contractor shall offer each Enrollee a choice of participating MHCPs in accordance with WAC 388-865-0345. If the Enrollee does not make a choice, the Contractor or its designee must assign a MHCP no later than 14 working days following the request for mental health services. The Contractor shall inform the Enrollee that he or she may change MHCPs.
 - (6) For continuity of care the Contractor shall encourage the Subcontractor(s) to assign Enrollees to clinicians who are anticipated to provide services to the Enrollee throughout the authorization period.
 - (3) The Contractor must use best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Enrollees currently open for services who had received a service from the affected MHCP in the previous 60 days.
- e. Co-Occurring Disorder Screening and Assessment: The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C. Failure to maintain the Screening and Assessment process shall result in remedial actions up to and including financial penalties as described in the Remedial Actions Section of this Agreement.
- (1) The Contractor must attempt to screen all individuals aged thirteen (13) and above through the use of DBHR provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS) during:
 - All new intakes.
 - The provision of each crisis episode of care including ITA investigations services, except when:
 - The service results in a referral for an intake assessment.
 - The service results in an involuntary detention under RCW 71.05, 71.34 or 70.96B.
 - The contact is by telephone only.
 - The professional conducting the crisis intervention or ITA investigation has information that the individual completed a GAIN-SS screening within the previous 12 months.
 - (2) The GAIN-SS screening must be completed as self report by the individual and signed by that individual on DBHR-GAIN-SS form. If the individual refuses to complete the GAIN-SS screening or if the clinician determines the individual is unable to complete the screening for any reason this must be documented on DBHR-GAIN-SS form.
 - (7) The results of the GAIN-SS screening, including refusals and unable-to-completes, must be reported to GCBH through the CIS system.
 - (8) The Contractor must complete a co-occurring mental health and chemical dependency disorder assessment, consistent with training provided by DBHR 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).
 - (9) The assessment is required during the next outpatient treatment planning review following the screening and as part of the initial evaluation at free-standing, non-hospital, evaluation,

and treatment facilities. The assessment is not required during crisis interventions or ITA investigations. The quadrant placements are defined as:

- Less severe mental health disorder/less severe substance disorder.
- More severe mental health disorder/less severe substance disorder.
- Less severe mental health disorder/more severe substance disorder.
- More severe mental health disorder/more severe substance disorder.

(10) The quadrant placement must be reported to GCBH through the CIS system.

13. QUALITY MANAGEMENT

- a. The Contractor shall participate with DSHS and/or GCBH in the implementation, update and evaluation of the DSHS Quality Strategies.
- b. Performance Improvement Project (PIP): GCBH shall implement at least two (2) PIPs. This must include at least one clinical and one non-clinical project. GCBH shall evaluate the PIPs for increased or sustained improvement over time. The Contractor must participate in GCBH approved PIPs and comply with GCBH recommendations for improvement.
- c. The Contractor shall participate with GCBH and/or DBHR in review activities. Participation shall include at a minimum:
 - (1) The submission of requested materials necessary for a GCBH and/or DBHR initiated review within 30 days of the request.
 - (2) The completion of site visit protocols provided by GCBH and/or DBHR.
 - (3) Assistance in scheduling interviews and agency visits required for the completion of the review.
- d. Encounter Data Validation (EDV) Reports.
 - (1) The Contractor shall participate in EDV audits performed by GCBH. GCBH shall submit EDV reports to the Department annually within 90 calendar days after the end of this Agreement.
 - (2) Performance accountability for this measure is built upon the EDV Reporting. If, during any measurement, the Contractor fails to meet performance expectations, Corrective Action may be initiated in accordance with the Remedial Action Section of this Agreement.
 - (3) If the Contractor fails to complete corrective action and meet improvement rates, GCBH may take action under the provision of the Remedial Actions section of this Agreement.
- e. Performance Measures:
 - (1) There are two (2) sets of performance measures included in this Agreement: Core Performance Measures and Regional Performance Measures. Core Performance Measures are statewide measures established by DSHS.
 - (2) Core Performance Measures: Core performance Measures are taken from the measures identified through the HB1519/SB5732 process. DSHS will generate the measures statewide and by RSN on a quarterly basis with a maximum of a 12-month lag. DSHS will provide baseline data at the start of the Agreement period and establish annual improvement targets by January 1, 2016. Specific to this Agreement period, DSHS has

established the following two Core Performance Measures:

- (a) **Core Performance Measure #1: Psychiatric Hospitalization Readmission Rate:**
The proportion of acute psychiatric inpatient stays during the measurement year followed by an acute psychiatric readmission within 30 days. This measure will be a modified version of the NCQA HEDIS "Plan All-Cause Readmission" metric.
 - (b) **Core Performance Measure #2: Mental Health Treatment Penetration:**
Percent of adults identified in need of mental health treatment where treatment is received during the measurement year. This measure will be defined by DSHS.
- (3) **Regional Performance Measures:** Regional Performance Measures shall be developed, calculated and tracked by GCBH. The Contractor and/or its subcontractors shall implement GCBH approved Regional Performance Measures. The Contractor shall participate in the collection of data. GCBH shall manage the data necessary to support the Regional Performance Measurement activities, including establishing the baseline, determining demonstrable improvement target, tracking change in performance over time and reporting the annual findings to DSHS with a copy provided to the Contractor.
- (a) All Regional Performance Measures shall be chosen based on local relevance, clinical consensus, and research evidence and with input from the local Mental Health Advisory Board. GCBH shall develop the Regional Performance Measures that reflect the following areas:
 - Access and Availability
 - Care Coordination and Continuity
 - Effectiveness of Care
 - Quality of Care
 - Hope, Recovery, and Resiliency
 - Empowerment and Shared Decision Making
 - Self Direction
 - Cultural Competency
 - Health and Safety Measures
 - Consumer Health Status and Functioning
 - Community Integration and Peer Support
 - Quality of Life and Outcomes
 - Promising and Evidence-Based Practices
 - Provider effectiveness and satisfaction
 - Integrated Programs and Systems Integration
 - (b) GCBH shall calculate and monitor the Regional Performance Measures against the established Improvement Targets throughout the year. GCBH shall submit an annual report calculating all the Regional Performance Measures and their progress relating to the Improvement Targets to DSHS with a copy provided to the Contractor. GCBH is required to submit the annual report to DSHS by January 15 of each year.
 - (c) GCBH will review the annual Regional Performance Measures report and may request the Contractor to provide an explanation for performance measures that do not meet the Annual Performance Targets. If the explanation is not received

or determined to be inadequate, the Contractor shall be required to submit a corrective action plan to GCBH.

- (d) GCBH shall make the results of the Regional Performance Measures available to the public.

- f. Evidence/Research-Based Practices: The Contractor will participate with GCBH and/or DSHS to increase the use of research and evidence-based practices, with a particular focus on increasing these practices for children and youth as identified through legislative mandates. This includes:
 - (1) Participation in DSHS sponsored training in the Trauma-Focused Cognitive Behavioral Therapy (TF-CBT/CBT) and CBT-Plus (TF-CBT/CBT+) evidence/research-based practices. The Contractor is expected to maintain a workforce trained in TF-CBT/CBT+ sufficient to implement the practice within the Contractor's service area.
 - (2) At a minimum, 17 percent of the children/youth enrolled in treatment services will receive an Evidence/Research Based Practice by March 31, 2016.
 - (3) The Contractor shall track evidence-based and research-based practices identified by the Washington State Institute of Public Policy (WSIPP) and report the services as specified in DBHR's Service Encounter Reporting Instructions (SERI).

- g. Quality Review Activities:
 - (1) GCBH, the Department of Social and Health Services, 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, on the Contractor or its subcontractors, announced and unannounced:
 - (a) Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.
 - (b) Reviews regarding the quality, appropriateness, and timeliness of mental health services provided under this Agreement.
 - (c) Audits and inspections of financial records.
 - (2) The Contractor and its subcontractors shall notify and provide copies of all letters, notices, audits, reviews, results from audits/reviews including corrective actions to the GCBH Quality Manager when an entity other than GCBH performs any audit or review described above related to any activity contained in this Agreement.
 - (3) The Contractor and its subcontractors shall participate in an annual EQRO monitoring review and collaborate with the EQRO Contractor set forth by DSHS to schedule a time for the monitoring review.
 - (a) In the event the Contractor or Subcontractors do not provide ready access to any information or facilities for the EQRO monitoring review during the scheduled time, the Contractor shall incur any costs for re-scheduling the EQRO Contractor to return and finish its review.
 - (b) GCBH shall provide a copy of the final EQRO monitoring review report to the Contractor, through print or electronic media and upon request to interested parties such as Enrollees, mental health advocacy groups, and members of the general public.

- h. Practice guidelines. Practice guidelines are systematically developed statements designed to assist in decisions about appropriate mental health treatment. The guidelines are

intended to assist practitioners in the prevention, diagnosis, treatment, and management of clinical conditions. The Contractor shall adopt and implement GCBH approved Practice Guidelines. These guidelines:

- Are based on valid and reliable clinical evidence or a generally accepted practice among the Mental Health Professionals in the community;
- Consider the needs of the Enrollees;
- Are adopted in consultation with Mental Health Professionals in the contracted network of CMHAs, when applicable;
- Are disseminated to all affected providers and, upon request, to Enrollees;
- Are chosen with regard to utilization management, Enrollee education, coverage of services, and other areas to which the guidelines apply; and
- Are reviewed and updated periodically as appropriate.

14. PROGRAM INTEGRITY

- a. The Contractor shall ensure compliance by having written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State program integrity standards, including proper payments to providers and methods for detection of fraud, waste, and abuse.
- b. The Contractor shall include Program Integrity requirements in its subcontracts and provider applications, credentialing and re-credentialing processes. These requirements must also be propagated to any other lower tier subcontracts entered into by a subcontractor.
- c. The following are relevant citations for Program Integrity compliance. The Contractor is expected to be familiar with, comply with, and require subcontractor compliance with all regulations related to Program Integrity whether those regulations are listed or not. Provider credentialing must incorporate program integrity requirements.
 - 42 CFR 438.608(a)
 - 42 CFR 455
 - 42 CFR 1000 through 1008
- d. The Contractor shall disclose to GCBH upon contract execution, and upon request when a contract is renewed or extended [42 CFR 455.104(c)(1)(ii)], and within 35 days after any change in ownership.[42 CFR 455.104(c)(1)(iv)]:
 - (1) The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor. 42 CFR 455.104(b)(1)(i).
 - (2) For a corporate entity, the disclosure must include primary business address, every business location, and P.O. Box address and tax identification number 42 CFR 455.104(b)(1)(i) and (iii).
 - (3) For individuals, date of birth and Social Security Number. 42 CFR 455.104(b)(1)(ii).
 - (4) If the Contractor has a 5% ownership interest in any of its Subcontractors, the tax identification number of the subcontractor(s). 42 CFR 455.104(b)(1)(iii).
 - (5) The name of any other disclosing entity (or fiscal agent or managed care entity) in which the owner of the Contractor has a control or interest. 42 CFR 455.104(b)(3).
 - (6) Whether any person with an ownership or controlling interest is related by marriage or

- blood to any other person with an ownership or controlling interest.
- (7) Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five (5) percent or more interest. (42 CFR 455.104(b)(1)(iii).
 - (8) Whether the Contractor has a five (5) percent ownership in any of its subcontractors or is related to any person with ownership or controlling interest in a subcontractor is related as a spouse, parent, child, or sibling. 42 CFR 455.104(b)(2).
- e. The Contractor shall to disclose to GCBH, within 35 days of a request, full and complete information about [42 CFR 455.105(a)]:
- (1) The ownership of any subcontractor with whom they have had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request. 42 CFR 455.105(b)(1).
 - (2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request. 42 CFR 455.105(b)(1).
- f. The Contractor shall to investigate and disclose to GCBH, at contract execution, or renewal, and upon request of GCBH, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs and who is [42 CFR 455.106(a)]:
- (1) A person who has an ownership or control interest in the Contractor. 42 CFR 455.106(a)(1).
 - (2) An agent or person who has been delegated the authority to obligate or act on behalf of the Contractor. 42 CFR 455.101; 42 CFR 455.106(a)(1).
 - (3) An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to- day operation of, the Subcontractor. 42 CFR 455.101; 42 CFR 455.106(a)(2).
- g. The Contractor shall use only CMHAs that are licensed and/or certified by DSHS.
- h. The Contractor shall have written policies that require monitoring of provider credentials, including maintenance of their state issued license or certification and any findings or concerns about the agency or any of its employees that is identified by either GCBH, DSHS or the Department of Health.
- i. The Contractor must require the Subcontractor, at the time they enter into, renew or extend a Subcontract, to report to the Contractor, and when required to GCBH, all of the required information in sections d. – f. of this Section.
- j. The Contractor must monitor and apply to their subcontracted agencies, all requirements in Section m of this Section.
- k. 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.

- (1) The Contractor shall report suspected fraud or abuse directly to the Medicaid Fraud Control Unit (MFCU) as soon as it is discovered and cooperate in any investigation or prosecution conducted by the MFCU.
- (2) When the Contractor notifies MFCU about potential fraud and abuse, the Contractor must also send all information sent to the MFCU to GCBH within one (1) working day, to include the source of the complaint, the involved CMHA, the nature of the suspected fraud, waste, abuse or neglect, the approximate dollars involved, and the legal and administrative disposition of the case. The report must also include:
 - The Subject(s) of complaint by name and either provider/subcontractor type or employee position;
 - The source of the complaint;
 - The approximate dollar amount; and
 - The legal and administrative disposition of the case.
- (3) The Contractor and all of its Subcontractors must comply with the following:
 - Disclosure requirements specified in 42 CFR 455 Subpart B, 42 CFR 431.107 (b)(3).
 - Provide without charge and in the form requested, any computerized data stored by the subcontractor, 45 CFR 455.21 (a)(2).
 - For free, upon request, copies of records showing the extent of the services delivered to clients, the extent of payments and any other information kept by the Subcontractor, 42 CFR 431.107 (b)(2), 45 CFR 455.21 (a)(2).
 - Obtain and use NPIs, if the contractor or provider agency is eligible for one.
- (4) The Contractor's, Fraud and Abuse program shall have procedures for the following requirements:
 - i. Provision of detailed information to employees and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act.
 - ii. Administrative and management arrangements or procedures, and a mandatory compliance plan.
 - iii. Written policies, procedures, and standards of conduct requiring that the Contractor and the Contractor's officers, employees, agents and subcontractors are in compliance with the requirements of this section.
 - iv. A designated compliance officer and a compliance committee who is accountable to senior management.
 - v. Effective ongoing training and education for the compliance officer, staff of the Contractor, and selected staff of the CMHAs.
 - vi. Effective communication between the compliance officer, the Contractor's employees, and the Contractor's network of CMHAs.
 - vii. Enforcement of standards through well-publicized disciplinary guidelines.
 - viii. Internal monitoring and auditing of the Contractor and providers.

- ix. Provisions for prompt responses to detected offenses and development of corrective action initiatives.
 - x. Provision for full cooperation with any federal, HCA or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for their investigation.
 - xi. A methodology to verify that services billed by providers were actually provided to Enrollees.
- I. The Contractor shall establish policies and procedures for suspending a provider's payments when the Contractor determines a credible allegation of fraud exists and there is a pending investigation (42 CFR 455.23).
- (1) All suspensions of payment actions under this section will be temporary and will not continue after either of the following:
 - The Contractor or the prosecuting authorities determine that there is insufficient evidence of fraud by the provider; or
 - Legal proceedings related to the provider's alleged fraud are completed.
 - (2) The Contractor must send notice of its suspension of program payments to the provider within the following timeframes:
 - Five business days of taking such action unless requested in writing by the Medicaid Fraud Control Unit (MFCU) or law enforcement agency to temporarily withhold such notice.
 - Thirty calendar days if requested by law enforcement in writing to delay sending such notice. The request for delay may be renewed in writing as many as two times and in no event may the delay exceed 90 calendar days.
 - (3) The notice of payment suspension must include or address the following:
 - State that payment is being suspended in accordance with this provision.
 - Set forth the general allegations as to the nature of the suspension action, but need not disclose any specific information concerning an ongoing investigation.
 - State that the suspension is for a temporary period and cite the circumstances under which the suspension will be terminated.
 - Specify, when applicable, to which type or types of claims or business units of a provider suspension is effective.
 - Inform the provider of the right to submit written evidence for consideration by the Contractor.
 - (4) The Contractor must document in writing the termination of a suspension including, where applicable and appropriate, any Appeal rights available to a provider.
 - (5) Whenever the Contractor's investigation leads to the initiation of a payment suspension in whole or part, the Contractor must make a fraud referral to the Medicaid Fraud Control Unit (MFCU) and notify GCBH.
 - (6) The fraud referral must be made in writing and provided to the MFCU no later than the next business day after the suspension is enacted.
 - (7) If the MFCU or other law enforcement agency accepts the fraud referral for investigation, the payment suspension may be continued until the investigation and any associated enforcement proceedings are completed.

- (8) On a quarterly basis, the Contractor must request a certification from the MFCU or other law enforcement agency that any matter accepted on the basis of a referral continues to be under investigation thus warranting continuation of the suspension.
- (9) If the MFCU or other law enforcement agency declines to accept the fraud referral for investigation the payment suspension must be discontinued.
- (10) A Contractor's decision to exercise the good cause exceptions in this contract not to suspend payments or to suspend payments only in part does not relieve the Contractor of the obligation to refer any credible allegation.
- (11) The Contractor may find that good cause exists not to suspend payments, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:
 - Law enforcement officials have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.
 - Other available remedies implemented by the Contractor more effectively or quickly protect Medicaid funds.
 - The Contractor determines, based upon the submission of written evidence by the individual or entity that is the subject of the payment suspension, that the suspension should be removed.
 - Enrollee access to items or services would be jeopardized by a payment suspension because the individual or entity serves a large number of Enrollees within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
 - Law enforcement declines to certify that a matter continues to be under investigation.
 - The Contractor determines that payment suspension is not in the best interests of the Medicaid program.
- (12) The Contractor may find that good cause exists to suspend payments in part, or to convert a payment suspension previously imposed in whole to one only in part, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:
 - Enrollee access to items or services would be jeopardized by a payment suspension in whole or part because of either of the following:
 - An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
 - The individual or entity serves a large number of Enrollees within a federal HRSA designated medically underserved area.
 - The Contractor determines based upon the submission of written evidence by the individual or entity that is the subject of a whole payment suspension, that such suspension should be imposed only in part.
 - The credible allegation focuses solely and definitively on only a specific type of claim or arises from only a specific business unit of a provider; and the Contractor determines and documents in writing that a payment

suspension in part would effectively ensure that potentially fraudulent claims were not continuing to be paid.

- Law enforcement declines to certify that a matter continues to be under investigation.
- The Contractor determines that payment suspension only in part is in the best interests of the Medicaid program.

(13) The Contractor must meet the following documentation and record retention requirements:

- Maintain for a minimum of 5 years from the date of issuance all materials documenting the life cycle of a payment suspension that was imposed in whole or part, including the following:
 - All notices of suspension of payment in whole or part;
 - All fraud referrals to the MFCU or other law enforcement agency;
 - All quarterly certifications of continuing investigation status by law enforcement; and
 - All notices documenting the termination of a suspension.
- Maintain for a minimum of five (5) years from the date of issuance all materials documenting each instance where a payment suspension was not imposed, imposed only in part, or discontinued for good cause.
- This type of documentation must include, at a minimum, detailed information on the basis for the existence of the good cause not to suspend payments, to suspend payments only in part, or to discontinue a payment suspension and, where applicable, must specify how long the Contractor anticipates such good cause will exist.
 - Annually report to DSHS summary information on each of the following:
 - Suspension of payment, including the nature of the suspected fraud, the basis for suspension, and the outcome of the suspension.
 - Situations in which the Contractor determined good cause existed to not suspend payments, to suspend payments only in part, or to discontinue a payment suspension as described in this section, including describing the nature of the suspected fraud and the nature of the good cause.
 - If the Contractor fails to suspend payments to an entity or individual for which there is a pending investigation of a credible allegation of fraud, without good cause, DSHS may withhold monthly payments.

m. The Contractor is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 42 CFR 455.106, and 42 CFR 1001.1901(b)). In addition, the Contractor shall ensure that it does not employ or contract with anyone that is excluded from participation in Federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549 or 45 CFR 92.35.

(1) The Contractor must monitor for excluded individuals and entities by:

- Screening Contractor employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Agreement.
 - Provide information to GCBH, via the transactions designated by the GCBH Data Dictionary, concerning newly added Contractor employees, subcontractors and County Commissioners, as required by GCBH policy OIG and Federal Exclusion Check Requirements as amended, revised and/or replaced. GCBH policies are available on the GCBH website: www.gcbh.org.
- (2) The Contractor must report to GCBH:
- Any excluded individuals and entities discovered in the screening within ten (10) business days.
 - Any payments made by the Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments.
 - Any actions taken by the Contractor to terminate relationships with Contractor and subcontractor's employees and individuals with an ownership or control interest discovered in the screening.
 - Any Contractor and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 within ten (10) business days of the Contractor becoming aware of the conviction.
 - Any subcontractor terminated for cause within ten (10) business days of the effective date of termination to include full details of the reason for termination.
 - Any Contractor and subcontractor's individuals and entities with an ownership or control interest. The Contractor must provide a list with details of ownership and control no later than August 31, 2015, and notify GCBH of any changes within 30 calendar days.
- (3) The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.
- The Contractor will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.
 - Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to Enrollees. (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(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)).
- In addition, if GCBH notifies the Contractor that an individual or entity is excluded from participation by DSHS, the Contractor shall terminate all beneficial, employment and contractual, and control relationships with the excluded individual or entity immediately (WAC 388-502-0030).
 - The list of excluded individuals may be found at: <https://oig.hhs.gov/exclusions/>

- SSA section 1128 may be found at:
http://www.ssa.gov/OP_Home/ssact/title11/1128.htm

15. SUBCONTRACTS

- a. All Subcontracts must be in writing and specify all duties, responsibilities and reports delegated under this Agreement and require adherence with all federal and state laws that are applicable to the Subcontractor.
 - Subcontractors are permitted under RCW 71.24.061 to subcontract with individual licensed mental health professionals when necessary to meet the needs of Enrollees.
- b. Subcontracts must include the requirements in Section 3. Excluded Providers.
- c. The Contractor shall provide information regarding grievance, appeal, and fair hearing procedures and timeframes as set forth in Section 17 of this contract at the time the Subcontractor enters into a contract to provide services as stated in 42 CFR 438.10.(g)(1).
- d. Delegation - A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor shall monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis.
 - (1) Prior to any new delegation of any responsibility or authority described in this Agreement through a Subcontract or other legal Agreement, the Contractor shall use a delegation plan.
 - (2) The Contractor shall maintain and make available to GCBH, DBHR and its EQRO Contractors all delegation plans, for currently in place Subcontractors. The delegation plan must include the following:
 - i. An evaluation of the prospective Subcontractor's ability to perform delegated activities.
 - ii. A detailed description of the proposed subcontracting arrangements, including (1) name, address, and telephone number of the Subcontractor(s), (2) specific contracted services, (3) compensation arrangement, and (4) monitoring plan.
 - iii. The required Subcontract language that specifies the activities and responsibilities delegated and provides for revoking delegation or imposing other sanctions if the Subcontractor's performance is not adequate.
- e. Subcontract Submission:
 - (1) Within 30 days of execution of a Subcontract to perform any function under this Agreement, the Contractor shall submit copies of the Subcontracts to GCBH.
 - When substantially similar Agreements are executed with multiple Subcontractors an example Agreement may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all Subcontractors for each Agreement and the period of performance must also be submitted.
- f. Subcontracts must require Subcontractors to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activity to be performed under this Agreement.
- g. All Subcontracts with CMHAs must comply with 42 CFR §438.214(a) as enacted or amended.

- h. Subcontracts must require adherence to the Americans with Disabilities Act.
- i. Subcontracts for the provision of mental health services must require compliance and implementation of the Mental Health Advance Directive statutes.
- j. Subcontracts must require Subcontractors to cooperate with Quality Review Activities and provide access to their facilities, personnel and records.
- k. Subcontracts for the provision of mental health services must require Subcontractors to provide Enrollees access to translated information and interpreter services as described in the Information Requirements section of this Agreement.
- l. Subcontracts must require Subcontractors to notify the Contractor in the event of a change in status of any required license or certification.
- m. Subcontracts must require Subcontractors to participate in training when requested by GCBH and/or DSHS. Requests for GCBH and/or DSHS to allow an exception to participation in required training must be in writing and include a plan for how the required information shall be provided to targeted Subcontractor staff.
- n. Subcontracts must require compliance with State and federal non-discrimination policies, Health Insurance Portability and Accountability Act (HIPAA), and DBHR-CIS Data Dictionary.
- o. Subcontracts must define a clear process to be used to revoke delegation, impose corrective action, or take other remedial actions if the Subcontractor fails to comply with the terms of the Subcontract.
- p. Subcontracts must require that the Subcontractor correct any areas of deficiencies in the Subcontractor's performance that are identified by the Contractor, GCBH or DBHR as part of a Subcontractor review.
- q. Subcontracts for the provision of mental health services must require best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Enrollees currently open for services who had received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the CMHA.
- r. Subcontracts must require that the Subcontracted CMHAs comply with the Contractor's policy and procedures for utilization of Access to Care Standards and Access Standards.
- s. Subcontracts for the provision of mental health services must require that the Subcontractor implement a Grievance process that complies with 42 CFR §438.400 or any successors as described in section 17 of this Agreement.
- t. In accordance with Medicaid being the payer of last resort, Subcontracts must require the pur and reporting of all Third Party Revenue related to services provided under this Agreement.

- u. Subcontracts for the provision of mental health services must require the use of the GAIN-SS and require staff that will be using the tool to attend trainings on the use of the screening and assessment process that includes use of the tool and quadrant placement. In addition, the Subcontract must contain terms requiring corrective action if the Integrated Co-Occurring Disorder Screening and Assessment process is not implemented and maintained throughout the Contract period of performance.
- v. Subcontracts for the provision of mental health services must require Subcontractors to resubmit data when rejected by GCBH and/or DBHR due to errors. The Subcontract must require the data to be re-submitted within 30 days of when the error report was produced.
- w. Subcontracts must require notification to GCBH in the event of changes in capacity. A significant change in the provider network is defined as the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Subcontractor site that is providing services required under this Agreement. The Contractor must notify GCBH 30 days prior to terminating any of its Subcontracts with entities that provide direct service including mental health clubhouses or entering into new Subcontracts with entities that provide direct service including mental health clubhouses. This notification must occur prior to any public announcement of this change.
 - (1) If either the Contractor or the Subcontractor terminates a Subcontract in less than 30 days or a site closure occurs in less than 30 days, the Contractor must notify GCBH as soon possible and prior to a public announcement.
 - (2) The Contractor shall notify GCBH of any other changes in capacity that results in the Contractor being unable to meet any of the Access Standards as required in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, medically necessary services.
 - (3) If any event in this section occurs, the Contractor must submit a plan to GCBH for Enrollees and services that includes at least:
 - Notification to Ombuds services.
 - Crisis services plan.
 - Client notification plan.
 - Plan for provision of uninterrupted services.
 - Any information released to the media.
- y. Subcontracts must include the following Physician Incentive Plans language:
 - (1) The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not contract with any Subcontractor operating such a plan.
- z. Subcontracts must include the following Provider Credentialing language:
 - (1) The Contractor shall have written policies that require monitoring of provider credentials. The Contractor shall only use CMHAs that are licensed and/or certified by the State. Mental Health Clubhouses may be directly contracted with the PIHP without being a licensed

CMHA. Clubhouses must meet all credentialing requirements put in place by the State.
(2) The Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

- aa. The Contractor shall not pay a FQHC or Rural Health Clinic (RHC) less than the Contractor would pay non-FQHC/RHC providers for the same services (42 UCS 1396b(m)(2)(A)(ix)).
- bb. All Subcontracts must provide for Subcontractors to provide at least 90 calendar days' notice of a contract termination.
- cc. Subcontracts must require that consumers are offered assistance with accessing enrollment into health plans if the consumer is uninsured at the time they present for services.

16. ENROLLEE RIGHTS AND PROTECTIONS

- a. The Contractor and its subcontractors shall comply with any applicable Federal and State laws that pertain to Enrollee Rights and Protections and ensure that its staff takes those rights into account when furnishing services to Enrollees. Any changes to applicable law must be implemented within 90 calendar days of the effective date of the change.
- b. The Contractor must maintain written policies and procedures addressing all requirements under this section. Policies and procedures must comply with 42 CFR, RCW 71.24, WAC 388-865, include the following:
 - The right to be treated with respect and due consideration of the Enrollee's dignity and privacy.
 - The right to receive information on available treatment options and alternatives in a manner appropriate to the Enrollee's ability to understand.
 - The right to participate in decisions regarding their health care, including the right to refuse services.
 - The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - The right to request and receive a copy of their medical records, and request amendments or corrections as specified in 45 CFR 164.524 and 164.526.
 - Ensuring that the exercising of any of these rights do not adversely affect the way the Contractor treats the Enrollee.
- c. The Contractor shall require that mental health professionals and MHCPs, acting within the lawful scope of mental health practice, are not prohibited or restricted from advising or advocating on behalf of an Enrollee with respect to:
 - (1) The Enrollee's mental health status.
 - (2) Receiving all information regarding mental health treatment options including any alternative or self-administered treatment, in a culturally-competent manner.
 - (3) Any information the Enrollee needs in order to decide among all relevant mental health treatment options.
 - (4) The risks, benefits, and consequences of mental health treatment (including the option of

no mental health treatment).

- (5) The Enrollee's right to participate in decisions regarding his or her mental health care, including the right to refuse mental health treatment and to express preferences about future treatment decisions.
- (6) The Enrollee's right to be treated with respect and with due consideration for his or her dignity and privacy.
- (7) The Enrollee's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
- (8) The Enrollee's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR part 164.
- (9) The Enrollee's right to be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the Contractor, CMHA or MHCP treats the Enrollee.
- (10) Any of the Enrollee's Rights and Protections as listed in the Washington Medicaid Mental Health Benefits Booklet published by DSHS.

d. Individual Service Plans must be developed in compliance with WAC 388-877-0620.

- (1) The Contractor shall require that consumers are actively included in the development of their individualized service plans, advance directives for psychiatric care and crisis plans.
 - i. This shall include but not be limited to children and their families (e.g. caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings).
- (2) At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, as part of the 180 day progress review, describing how the consumer sees progress.
- (3) The Individual Service Plan must address the overall identified needs of the Enrollee, 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 Contractor must ensure that there is coordination with the other service delivery systems responsible for meeting the identified needs.

e. The Contractor shall ensure Enrollees are not held liable for any of the following:

- (1) Covered mental health services provided by insolvent community psychiatric hospitals with which the Contractor has directly contracted.
- (2) Covered mental health services, including those purchased on behalf of the Enrollee.
- (3) Covered mental health services for which the State does not pay the Contractor.
- (4) Covered services provided to the Enrollee, for which the State or the Contractor does not pay the MHCP or CMHA that furnishes the services under a contractual, referral, or other arrangement.
- (5) Payments for covered services furnished under a Contract, referral, or other arrangement, to the extent that those payments are in excess of the amount that the Enrollee would owe if the Contractor provided the services directly.
- (6) Covered mental health services provided by insolvent federally funded PIHPs.
- (7) Debts of the Contractor if the Contractor becomes financially insolvent.
- (8) Costs due to receiving covered services from an out-of-network provider when those covered services are not available within the Service Area.

f. Advance Directives:

- (1) The Contractor shall maintain written policies and procedures for Mental Health Advance Directives that meet the requirements of 42 CFR §422.128. The Contractor shall inform all Enrollees 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.
- (2) The Contractor shall inquire whether Enrollees have active Medical Advance Directives, and shall provide those who express an interest in developing and maintaining Medical Advance Directives with information about how to initiate a Medical Advance Directive.
- (3) The Contractor shall not establish any conditions of treatment or in any way discriminate against an individual based on the existence or absence of an advanced directive.
- (4) The Contractor shall provide training to its staff on policies and procedures regarding advanced directives.
- (5) The Contractor shall maintain current copies of any Medical and/or Mental Health Advance Directives in the Enrollee's clinical record.
- (6) The Contractor shall provide written information to Enrollees that includes:
 - A description of their rights for Mental Health Advance Directives under current RCW 71.32 (changes must be included within 90 days of the effective date of any changes to the RCW);
 - The Contractor's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of a Mental Health Advance Directive as a matter of Conscience; and
 - Inform Enrollees' how to file a complaint concerning noncompliance with a Mental Health Advance Directive by contacting the Washington State Department of Health at Health Systems Quality Assurance Complaint Intake, PO Box 47857, Olympia, WA 98504-7857, 360-236-4700 or HSQAComplaintIntake@doh.wa.gov

17. MANAGEMENT INFORMATION SYSTEM

a. Data Submission and Error Correction:

- (1) The Contractor shall provide GCBH with all data described in the GCBH "Data Dictionary" and encounters shall be submitted as described in the GCBH Trading Partner Agreement(s) and DBHR's "Encounter Data Reporting Guide" or any successor, incorporated herein by reference.
- (2) The Contractor shall submit encounters electronically to GCBH management information system within 30 days of the close of each calendar month in which the encounters occurred.
- (3) The Contractor shall submit all other required Enrollee data to GCBH within 30 days of collection or receipt from subcontracted providers.
- (4) Upon receipt of data submitted, GCBH shall generate error reports. The Contractor shall have in place documented policies and procedures to assure that data submitted and rejected due to errors are corrected and resubmitted within 30 calendar days of when the error report was produced.
- (5) The Contractor shall attend meetings and respond to inquiries to assist in GCBH decisions about changes to data collection and information systems to meet the terms of this Agreement. This may include requests to add, delete or change data elements that may include projected cost analysis.

- (6) The Contractor shall implement changes documented in GCBH "Data Dictionary" and Trading Partner Agreement(s) and in DBHR's "Encounter Data Reporting Guide" within 90 days from the date published. When changes on one document require changes to the other, GCBH shall publish all affected documents concurrently.
- (7) In the event that shorter timelines for implementation of changes under this section are required or necessitated by either a court order or agreement resulting from a lawsuit or legislative action, GCBH will provide as much notice as possible of the impending changes and provide specifications for the changes as soon as they are available. The Contractor will implement the changes required by the timeline established in the court order, legal agreement or legislative action. To the extent possible, GCBH will work with the Contractor to implement any change as necessary.
- (8) The Contractor shall implement changes to the content of national standard code sets (such as CPT, HCPC, Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization. If the issuing organization does not provide an implementation schedule or deadline, the Contractor shall implement the changes within 150 days.
- (9) When GCBH makes changes referenced in this Section the Contractor shall send at least one test batch of data containing the required changes. The test batch must be received no later than 15 days prior to the implementation date.
 - The test batch must include at least 100 transactions that include information effected by the change.
 - The processed test batch must result in at least 80% successfully posted transactions or an additional test batch is required.
- (10) The Contractor shall respond to requests from GCBH for information not covered by the data dictionary in a timeframe determined by GCBH that will allow for a timely response to inquiries from CMS, the legislature, DSHS, and other parties.
- (11) No encounter transaction shall be accepted for initial entry or data correction after one (1) year from the date of service, except by special exception.

b. Business Continuity and Disaster Recovery:

- (1) The Contractor shall demonstrate a primary and backup system for electronic submission of data requested by GCBH. This must include secure electronic transmission. In the event a secure method of transmission is unavailable and immediate data transmission is necessary, an alternate method of submission will be considered based on GCBH approval.
- (2) The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstatement 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.
- (3) The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by December 20 of each year of this Agreement. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor and Subcontractor plans are available for GCBH or the DBHR-contracted EQRO to review and audit. The plan must address the following:

- i. A mission or scope statement;
 - ii. An appointed Information Services Disaster Recovery Staff.
 - iii. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers.
 - iv. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list.
 - v. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data.
 - vi. Off site storage of system and data backups; Ability to recover data and systems from backup files.
 - vii. Designated recovery options which may include use of a hot or cold site.
 - viii. Evidence that disaster recovery tests or drills have been performed.
- c. Information System Security and Protection of Confidential Information:
- (1) The Contractor shall comply with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et.seq. and CFR Parts 160, 162 and 164.
 - (2) The Contractor shall ensure that confidential information provided through or obtained by way of this Agreement or services provided, is protected in accordance with the Data Security Requirements (Exhibit B).
 - (3) The Contractor shall take appropriate action if the Contractor or any of its Subcontractors employees wrongly releases confidential information.
- d. Data Quality Verification:
- (1) The Contractor shall maintain and either provide to Subcontractors, or require Subcontractors to also maintain, a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Agreement. The Contractor shall have in place mechanisms to verify the health information received from Subcontractors is complete, accurate and timely.

18. GRIEVANCE SYSTEM

- a. The Contractor must have a Grievance system that complies with the following procedures. The Contractor must provide information about the Grievance System to all Subcontractors at the time they enter into an Agreement.
- b. General Requirements:
 - (1) An Enrollee or representative may file a Grievance either orally or in writing with the Contractor and may request a Fair Hearing from the State of Washington Office of Administrative Hearings. An Enrollee may also file a Grievance with his or her provider which must have policies and procedures consistent with the requirements in this Section.
 - (2) A representative, including a staff person of the Enrollee's provider, acting on behalf of the Enrollee and with Enrollee's written consent, may request a Grievance or an Appeal or a Fair Hearing.
 - (3) The Enrollee must be given reasonable assistance in pursuing a Grievance, Appeal, or Fair Hearing.

- i. The Enrollee may be provided assistance from the Ombuds service, the Enrollee's provider, the Contractor, or any other person of the Enrollee's choice.
 - (4) The Enrollee shall be provided access to interpreter services and toll-free numbers that have adequate TTU/TTD and interpreter capability.
 - (5) The Contractor shall:
 - i. Ensure that there is no retaliation against Enrollees or providers, who on behalf of the Enrollee, file a Grievance, Appeal, or Fair Hearing, or request an expedited resolution.
 - ii. Abide by all Appeal, Grievance and Fair Hearing decisions.
 - iii. Provide information about the Grievance system to all CMHAs and Subcontractors at the time they enter into an Agreement. A condition of the Agreement will be that all CMHAs and Subcontractors will abide by all Appeal, Grievance and Fair Hearing decisions.
 - (6) The Contractor must notify the GCBH Grievance and Appeals Coordinator within (1) working day of receiving a Grievance.
- c. Handling of Grievances:
 - (1) The Contractor or its agent shall:
 - i. Acknowledge receipt of each Grievance, received either orally or in writing, within five (5) working days. If acknowledgement is made orally, it must be followed in writing within five (5) working days.
 - (2) Ensure that the individuals who make decisions on Grievances are individuals who:
 - i. Were not involved in any previous level of review or decision-making; and
 - ii. When the Grievance involves medical necessity or a request for expedited resolution to an appeal, the Contractor shall ensure that individuals involved with making decisions are Mental Health Professionals with the appropriate clinical expertise.
- d. Grievance Resolution and Notification: The Contractor must resolve each Grievance and provide written notice as expeditiously as the Enrollee's mental health condition requires and not more than twenty (20) days from the receipt of the statement of Grievance by the Contractor.
 - (1) If a resolution cannot be reached, to the Enrollee's satisfaction, within the twenty (20) day timeframe, the Contractor must forward the Grievance to GCBH immediately.
 - (2) GCBH shall provide written notice of resolution within thirty (30) days from statement of Grievance.
 - (3) The Contractor may extend the timeframe by up to 14 calendar days if:
 - i. The Enrollee request the extension; or
 - ii. The Contractor 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.
 - (4) If the Contractor extends the timeframes, the Contractor must, for any extension, give the Enrollee written notice of the reason for the delay.
 - (5) Failure to meet the timeframes above or provide a written notice of any extension constitutes a denial and an adverse action for which the Enrollee shall be sent a Notice of Action. The Contractor must notify GCBH in the event timeframes are not met. A Notice of Action must be provided by GCBH.
 - (6) The written notice of resolution must include the decision on the Grievance, the reason for the decision, the date the decision was made and the right to request a Fair Hearing and

the required timeframe to request the Hearing.

- (7) For notice of expedited resolution the Contractor shall:
- i. Provide written notice of the disposition within three (3) working days; and
 - ii. Make reasonable effort to provide oral notice of disposition prior to written notice.
 - iii. Failure to meet the timeframes above or provide a written notice of any extension constitute a denial and an adverse action for which the Enrollee shall be sent a Notice of Action. The Contractor must notify GCBH in the event timeframes are not met. A Notice of Action must be provided by GCBH.
 - iv. The written notice of resolution must include the results of the resolution process and the date it was completed.
 - v. For expedited Grievances not resolved wholly in favor of the Enrollee, the notice must include:
 - The right to request a Fair Hearing and how to do so.
 - The right to request to continue to receive previously authorized benefits while the hearing is pending and how to make the request.
 - Notice that the Enrollee may be asked to pay for the cost of those benefits if the hearing decision upholds the original action.

e. Fair Hearings:

- (1) Enrollees may request a Fair Hearing conducted by DSHS in accordance with Chapter 388-02 WAC and provisions of mental health services per 42 CFR 438.402(b)(2).
 - i. The parties to a Fair Hearing include the Contractor as well as the Enrollee and his or her representative or the legal representative of a deceased Enrollee's estate.
- (2) A Fair Hearing may be requested from the State of Washington Office of Administrative Hearings when:
 - i. An Enrollee believes there has been a violation of DSHS rule.
 - ii. The Contractor or its agent does not provide a written response to a grievance or appeal within the required timeframes.
 - iii. An Enrollee receives an adverse ruling by the Contractor or its agent to a grievance or an appeal.
- (3) If the Enrollee elects to request a Fair Hearing, regarding a standard service, the request must be filed within ninety (90) calendar days of the date on GCBH's mailing of the Notice of the resolution of the Appeal.
- (4) If the Enrollee elects to request a Fair Hearing, regarding termination, suspension or reduction of a previously authorized service and if the Enrollee requests continuation of services, the request must be filed within ten (10) calendar days of the date on GCBH's mailing of the Notice of the resolution of the Appeal.
- (5) GCBH will notify the Contractor of Fair Hearing determinations. The Contractor will be bound by the Fair Hearing determination, whether or not the Fair Hearing determination upholds the Contractor's decision.

f. Recordkeeping and Reporting Requirements

- (1) The Contractor must maintain records of Grievances and Fair Hearings for six (6) years.
- (2) The Contractor must maintain records of Grievances and Fair Hearings separate from medical records. The Contractor must notify the GCBH Grievance and Appeals Coordinator

at the time a grievance is filed. Notification must include the consumers name and contact information.

- (5) The Contractor must submit a report in a format provided by GCBH that includes:
 - i. The number and nature of Grievances and Fair Hearings.
 - ii. The timeframes within which they were disposed of or resolved.
 - iii. The nature of the decisions.
 - iv. A summary and analysis of the implications of the data, including what measures shall be taken to address undesirable patterns.
 - v. The Contractor shall submit to DSHS a total of three (3) reports covering the following periods:
 - July 1, 2015 – September 30, 2015 (due October 20, 2015)
 - October 1, 2015 – December 31, 2015 (due January 20, 2016)
 - January 1, 2016 – March 31, 2016 (due April 01, 2016)

19. BENEFITS

- a. All Medicaid Enrollees requesting covered Mental Health Services must be offered an intake evaluation as outlined in the Access Standards. Authorization for further services shall be based on medical necessity and the Access to Care Standards (Exhibit A).
- b. The Contractor shall provide, upon request, a second opinion within the Service Area. If an additional CMHA is not currently available within the network, the Contractor must provide or pay for a second opinion provided by a CMHA outside the network at no cost to the Enrollee. The CMHA providing the second opinion must be currently contracted with a RSN to provide mental health services to Enrollees. The appointment for a second opinion must occur within 30 days of the request. The Enrollee may request to postpone the second opinion to a date later than 30 days.
- c. The Contractor shall ensure services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished.
- d. If the Contractor is unable to provide the services covered under this Agreement, the services must be purchased within 28 days for an Enrollee with an identified need. The Contractor must continue to pay for medically necessary mental health services outside the service area until the Contractor is able to provide them within its service area.
- e. The Contractor must provide the following mental health services for each Enrollee when they are Medically Necessary. If the Contractor is unable to provide medically necessary services covered under the contract to a particular Enrollee, the Contractor must adequately and timely cover these services out of network for the Enrollee, for as long as the Contractor is unable to provide them. These services must be provided at no additional cost to the Enrollee. Enrollees are entitled to access Crisis Services, Freestanding Evaluation and Treatment, Stabilization and Rehabilitation Case Management prior to an intake evaluation
 - (1) Brief Intervention Treatment: Solution-focused and outcomes-oriented cognitive and behavioral interventions intended to ameliorate symptoms, resolve situational disturbances which are not amenable to resolution in a crisis service model of care and which do not require long term-treatment, to return the individual to previous higher levels of general

- functioning. Individuals must be able to select and identify a focus for care that is consistent with time-limited, solution-focused or cognitive-behavioral model of treatment. Functional problems and/or needs identified in the Medicaid Enrollee's Individual Service Plan must include a specific timeframe for completion of each identified goal. This service does not include ongoing care, maintenance/monitoring of the Enrollee's current level of functioning and assistance with self care or life skills training. Enrollees may move from Brief Intervention Treatment to longer term Individual Services at any time during the course of care. This service is provided by or under the supervision of a Mental Health Professional.
- (2) Crisis Services: Evaluation and treatment of mental health crisis to all Medicaid-enrolled individuals experiencing a crisis. A mental health crisis is defined as a turning point in the course of anything decisive or critical, a time, a stage, or an event or a time of great danger or trouble, whose outcome decides whether possible bad consequences will follow. Crisis services shall be available on a 24-hour basis. Crisis services are intended to stabilize the person in crisis, prevent further deterioration and provide immediate treatment and intervention in a location best suited to meet the needs of the individual and in the least restrictive environment available. Crisis services may be provided prior to completion of an intake evaluation. Services are provided by or under the supervision of a Mental Health Professional.
 - (3) Day Support: An intensive rehabilitative program which provides a range of integrated and varied life skills training (e.g., health, hygiene, nutritional issues, money management, maintaining living arrangement, symptom management) for Medicaid Enrollees to promote improved functioning or a restoration to a previous higher level of functioning. The program is designed to assist the individual in the acquisition of skills, retention of current function or improvement in the current level of functioning, appropriate socialization and adaptive coping skills. Eligible individuals must demonstrate restricted functioning as evidenced by an inability to provide for their instrumental activities of daily living. This modality may be provided as an adjunctive treatment or as a primary intervention. The staff to consumer ratio is no more than 1:20 and is provided by or under the supervision of a Mental Health Professional in a location easily accessible to the client (e.g., community mental health agencies, clubhouses, community centers). This service is available 5 hours per day, 5 days per week.
 - (4) Family Treatment: Psychological counseling provided for the direct benefit of a Medicaid-enrolled individual. Service is provided with family members and/or other relevant persons in attendance as active participants. Treatment shall be appropriate to the culture of the client and his/her family and should reinforce the family structure, improve communication and awareness, enforce and reintegrate the family structure within the community, and reduce the family crisis/upheaval. The treatment will provide family-centered interventions to identify and address family dynamics and build competencies to strengthen family functioning in relationship to the consumer. Family treatment may take place without the consumer present in the room but service must be for the benefit of attaining the goals identified for the individual in his/her Individual Service Plan. This service is provided by or under the supervision of a Mental Health Professional.
 - (5) Freestanding Evaluation and Treatment: Services provided in freestanding inpatient residential (non-hospital/non-IMD) facilities licensed by the Department of Health and certified by DBHR to provide medically necessary evaluation and treatment to the Medicaid-enrolled individual who would otherwise meet hospital admission criteria. These

are not-for-profit organizations. At a minimum, services include evaluation, stabilization and treatment provided by or under the direction of licensed psychiatrists, nurses and other Mental Health Professionals, and discharge planning involving the individual, family, significant others so as to ensure continuity of mental health care. Nursing care includes but is not limited to performing routine blood draws, monitoring vital signs, providing injections, administering medications, observing behaviors and presentation of symptoms of mental illness. Treatment modalities may include individual and family therapy, milieu therapy, psycho-educational groups and pharmacology. The individual is discharged as soon as a less-restrictive plan for treatment can be safely implemented. This service is provided for individuals who pose an actual or imminent danger to self, others, or property due to a mental illness, or who have experienced a marked decline in their ability to care for self due to the onset or exacerbation of a psychiatric disorder. The severity of symptoms, intensity of treatment needs or lack of necessary supports for the individual does not allow him/her to be managed at a lesser level of care. This service does not include cost for room and board. DBHR must authorize exceptions for involuntary length of stay beyond a fourteen (14) day commitment.

- (6) Group Treatment Services: Services provided to Medicaid-enrolled individuals designed to assist in the attainment of goals described in the Individual Service Plan. Goals of Group Treatment may include developing self care and/or life skills; enhancing interpersonal skills; mitigating the symptoms of mental illness, and lessening the results of traumatic experiences; learning from the perspective and experiences of others; and counseling/psychotherapy to establish and /or maintain stability in living, work or educational environment. Individuals eligible for Group Treatment must demonstrate an ability to benefit from experiences shared by others, demonstrate the ability to participate in a group dynamic process in a manner that is respectful of others' right to confidential treatment and must be able to integrate feedback from other group members. This service is provided by or under the supervision of a Mental Health Professional to two or more Medicaid-enrolled individuals at the same time. Staff to consumer ratio is no more than 1:12. Maximum group size is 24.
- (7) High Intensity Treatment: Intensive levels of service otherwise furnished under this State plan amendment that is provided to Medicaid-enrolled individuals who require a multi-disciplinary treatment team in the community that is available upon demand based on the individuals' needs. Twenty-four hours per day, seven days per week, access is required if necessary. Goals for High Intensity Treatment include the reinforcement of safety, the promotion of stability and independence of the individual in the community, and the restoration to a higher level of functioning. These services are designed to rehabilitate individuals who are experiencing severe symptoms in the community and thereby avoid more restrictive levels of care such as psychiatric inpatient hospitalization or residential placement.

The team consists of the individual, Mental Health Care Providers, under the supervision of a Mental Health Professional, and other relevant persons as determined by the individual (e.g., family, guardian, friends, neighbor). Other community agency members may include probation/parole officers*, teacher, minister, physician, chemical dependency counselor*, etc. Team members work together to provide intensive coordinated and integrated treatment as described in the Individual Service Plan. The team's intensity varies among

individuals and for each individual across time. The assessment of symptoms and functioning shall be continuously addressed by the team based on the needs of the individual allowing for the prompt assessment for needed modifications to the Individual Service Plan or crisis plan. Team members provide immediate feedback to the individual and to other team members. The staff to consumer ratio for this service is no more than 1:15. Although they participate, these team members are paid staff of other Departments and therefore not reimbursed under this modality. Billable components of this modality include time spent by the mental health professionals, mental health care providers and peer counselors.

- (8) **Individual Treatment Services:** A set of treatment services designed to help a Medicaid-enrolled individual attain goals as prescribed in his/her Individual Service Plan. These services shall be congruent with the age, strengths, and cultural framework of the individual and shall be conducted with the individual, his or her family, or others at the individual's behest who play a direct role in assisting the individual to establish and/or maintain stability in his/her daily life. These services may include developing the individual's self care/life skills; monitoring the individual's functioning; counseling and psychotherapy. Services shall be offered at the location preferred by the Medicaid-enrolled individual. This service is provided by or under the supervision of a Mental Health Professional.
- (9) **Intake Evaluation:** An evaluation that is culturally and age relevant initiated prior to the provision of any other mental health services, except crisis services, stabilization services and free-standing evaluation and treatment. The intake evaluation must be initiated within ten (10) working days of the request for services, establish the medical necessity for treatment and be completed within thirty (30) working days. Routine services may begin before the completion of the intake once medical necessity is established. This service is provided by a Mental Health Professional.
- (10) **Medication Management:** The prescribing and/or administering and reviewing of medications and their side effects. This service shall be rendered face-to-face by a person licensed to perform such services. This service may be provided in consultation with collateral, primary therapists, and/or case managers, but includes only minimal psychotherapy.
- (11) **Medication Monitoring:** Face-to-face, one-on-one cueing, observing, and encouraging a Medicaid-enrolled individual to take medications as prescribed. Also includes reporting back to persons licensed to perform medication management services for the direct benefit of the Medicaid-enrolled individual. This activity may take place at any location and for as long as it is clinically necessary. This service is designed to facilitate medication compliance and positive outcomes. Enrollees with low medication compliance history or persons newly on medication are most likely to receive this service. This service is provided by or under the supervision of a Mental Health Professional. Time spent with the Enrollee is the only direct service billable component of this modality.
- (12) **Mental Health Services provided in Residential Settings:** A specialized form of rehabilitation service (non hospital/non IMD) that offers a sub-acute psychiatric management environment. Medicaid-enrolled individuals receiving this service present with severe impairment in psychosocial functioning or have apparent mental illness symptoms with an unclear etiology due to their mental illness. Treatment for these individuals cannot be safely provided in a less restrictive environment and they do not meet hospital admission criteria. Individuals in this service require a different level of service than High Intensity Treatment.

The Mental Health Care Provider is sited at the residential location (e.g., boarding homes, supported housing, cluster housing, SRO apartments) for extended hours to provide direct mental health care to a Medicaid Enrollee. Therapeutic interventions both in individual and group format may include medication management and monitoring, stabilization, and cognitive and behavioral interventions designed with the intent to stabilize the individual and return him/her to more independent and less restrictive treatment. The treatment is not for the purpose of providing custodial care or respite for the family, nor is it for the sole purpose of increasing social activity or used as a substitute for other community-based resources. This service is billable on a daily rate. In order to bill the daily rate for associated costs for these services, a minimum of eight (8) hours of service must be provided. This service does not include the costs for room and board, custodial care, and medical services, and differs for other services in the terms of location and duration.

- (13) Peer Support: Services provided by peer counselors to Medicaid-enrolled individuals under the consultation, facilitation or supervision of a Mental Health Professional who understands rehabilitation and recovery. This service provides scheduled activities that promote socialization, recovery, self-advocacy, development of natural supports, and maintenance of community living skills. Consumers actively participate in decision-making and the operation of the programmatic supports.

Self-help support groups, telephone support lines, drop-in centers, and sharing the peer counselor's own life experiences related to mental illness will build alliances that enhance the consumer's ability to function in the community. These services may occur at locations where consumers are known to gather (e.g., churches, parks, community centers, etc). Drop-in centers are required to maintain a log documenting identification of the consumer including Medicaid eligibility.

Services provided by peer counselors to the consumer are noted in the consumer's Individualized Service Plan which delineates specific goals that are flexible, tailored to the consumer and attempt to utilize community and natural supports. Monthly progress notes document consumer progress relative to goals identified in the Individualized Service Plan, and indicates where treatment goals have not yet been achieved.

Peer counselors are responsible for the implementation of peer support services. Peer counselors may serve on High Intensity Treatment Teams.

Peer support is available to each Enrollee for no more than four (4) hours per day. The ratio for this service is no more than 1:20.

- (14) Psychological Assessment: All psychometric services provided for evaluating, diagnostic, or therapeutic purposes by or under the supervision of a licensed psychologist. Psychological assessments shall: be culturally relevant; provide information relevant to a consumer's continuation in appropriate treatment; and assist in treatment planning within a licensed mental health agency.
- (15) Rehabilitation Case Management: A range of activities by the outpatient Community Mental Health Agency's liaison conducted in or with a facility for the direct benefit of a Medicaid-enrolled individual in the public mental health system. To be eligible, the individual must be in need of case management in order to ensure timely and appropriate treatment and care

coordination. Activities include assessment for discharge or admission to community mental health care, integrated mental health treatment planning, resource identification and linkage to mental health rehabilitative services, and collaborative development of individualized services that promote continuity of mental health care. These specialized mental health coordination activities are intended to promote discharge, maximize the benefits of the placement, minimize the risk of unplanned re-admission and to increase the community tenure for the individual. Services are provided by or under the supervision of a Mental Health Professional.

- (16) Special Population Evaluation: Evaluation by a child, geriatric, disabled, or ethnic minority specialist that considers age and cultural variables specific to the individual being evaluated and other culturally and age competent evaluation methods. This evaluation shall provide information relevant to a consumer's continuation in appropriate treatment and assist in treatment planning. This evaluation occurs after intake. Consultation from a non-staff specialist (employed by another CMHA or contracted by the CMHA) may also be obtained, if needed, subsequent to this evaluation and shall be considered an integral, billable component of this service.
- (17) Stabilization Services: Services provided to Medicaid-enrolled individuals who are experiencing a mental health crisis. These services are to be provided in the person's own home, or another home-like setting, or a setting which provides safety for the individual and the Mental Health Professional. Stabilization services shall include short-term (less than two weeks per episode) face-to-face assistance with life skills training, and understanding of medication effects. This service includes: a) follow up to crisis services; and b) other individuals determined by a mental health professional to need additional stabilization services. Stabilization services may be provided prior to an intake evaluation for mental health services.
- (18) Therapeutic Psychoeducation: Informational and experiential services designed to aid Medicaid-enrolled individuals, their family members (e.g., spouse, parents, siblings) and other individuals identified by the individual as a primary natural support, in the management of psychiatric conditions, increase knowledge of mental illnesses and understanding the importance of their individual plans of care. These services are exclusively for the benefit of the Medicaid-enrolled individual and are included in the Individual Service Plan.

The primary goal is to restore lost functioning and promote reintegration and recovery through knowledge of one's disease, the symptoms, precautions related to decompensation, understanding of the "triggers" of crisis, crisis planning, community resources, successful interrelations, medication action and interaction, etc. Training and shared information may include brain chemistry and functioning; latest research on mental illness causes and treatments; diagnostics; medication education and management; symptom management; behavior management; stress management; crisis management; improving daily living skills; independent living skills; problem-solving skills, etc.

Services are provided at locations convenient to the consumer, by or under the supervision of a Mental Health Professional. Classroom style teaching, family treatment and individual treatment are not billable components of this service.

- f. DSHS may petition CMS to amend the Medicaid State Plan during this Contract period. If the Medicaid State Plan is amended the Contractor shall implement any changes to the provision of Medically Necessary mental health services no later than 30 days following CMS approval of the plan.
- g. Coordination of Care:
- (1) Coordination with Primary Medical Care Services:
 - i. The Contractor must ensure that for Enrollees 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.
 - (2) The Contractor shall comply with GCBH Children's Long-Term Inpatient Program (CLIP) policies/procedures, as amended, replaced and/or revised. GCBH policies are available on the GCBH website: www.gcbh.org.
 - (3) Psychiatric Inpatient Services:
 - i. The Contractor or its designee shall contact the inpatient unit within three (3) working days for all Enrollee admissions.
 - ii. The Contractor or its designee shall provide to the inpatient unit any available information regarding the Enrollee's treatment history at the time of admission, all available information related to payment resources and coverage and a provisional placement plan for the Enrollee to return to the community that can be implemented when the Enrollee is determined to be ready for discharge by the hospital and the Contractor.
 - iii. The Contractor must participate in treatment and discharge planning with the inpatient treatment team.
 - iv. The Contractor must work with an Enrollee and their families seeking community support services prior to discharge.
 - v. If the provisional placement plan for an Enrollee cannot be implemented when an Enrollee is determined to be ready for discharge, the Contractor must convene a meeting of the inpatient treatment team and other discharge plan participants to review action taken to implement the plan, barriers and proposed modifications to the plan. Such meetings shall occur every 30 calendar days until the Enrollee has been placed.
 - vi. For Enrollees on Less Restrictive Alternatives (LRA) who meet medical necessity and the Access to Care Standards (Exhibit A), the Contractor or designee shall offer covered mental health services to assist with compliance with LRA requirements.
 - vii. The Contractor shall ensure provision of covered mental health services to Enrollees on a Conditional Release under RCW 10.77.150 for Enrollees who meet medical necessity and the Access to Care Standards (Exhibit A).
 - viii. The Contractor shall use best efforts to utilize community resources and covered mental health services to minimize State Hospital admissions.
 - ix. The Contractor 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 Enrollees discharged from inpatient care, to ensure there is no lapse in prescribed

medication. This may be arranged with providers other than Subcontractors of the Contractor.

- x. The Contractor shall use best efforts to offer covered mental health services for follow-up and after-care as needed when the Contractor or Subcontractor are aware that an Enrollee 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.
 - xi. The Contractor shall ensure that their DMHPs make a report to DSHS when he or she determines a person meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are not any beds available at the evaluation and treatment facility, the person has not been provisionally accepted for admission by a facility, and the person cannot be served on a single bed certification or less restrictive alternative.
 - (A) Starting at the time when the DMHP determines a person meets detention criteria, the investigation has been completed and when no bed is available, the DMHP must submit a completed report to DSHS within twenty-four (24) hours. The notification report must contain at a minimum:
 - The date and time that the investigation was completed;
 - The identity of the responsible RSN;
 - A list of facilities which refused to admit the person;
 - Identifying information for the person, including age or date of birth; and
 - Other reporting elements deemed necessary or supportive by DSHS.
 - (B) The RSN receiving the notification report must attempt to engage the person in appropriate services for which the person is eligible and report back within seven (7) days to DSHS.
- h. Early Periodic Screening Diagnosis and Treatment (EPSDT):
- (1) EPSDT services must be structured in ways that are culturally and age appropriate, involve the family and be available to all Enrollees under the age of 21. Intake evaluations provided under EPSDT must include an assessment of the family's needs.
 - (2) EPSDT requires the Contractor to respond to referrals from medical care providers. This must include at least a written notice replying to the Physician, ARNP, Physician's Assistant, trained public health nurse or RN who made the EPSDT referral. This notice must include at least the date of intake and diagnosis.
 - (3) In the event the Enrollee does not have a primary care provider, the Contractor may choose to assist or refer the Enrollee to the HCA's Washington Apple Health Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Program Provider Guide.
 - (4) The Contractor shall contact the Enrollee within ten (10) working days of all EPSDT referrals to confirm whether services are being requested by the Enrollee or the person authorized to consent to treatment for that Enrollee. The Contractor shall maintain documentation of its efforts to confirm whether the Enrollee or the person authorized to consent to treatment for that Enrollee requests, declines, or does not respond to efforts within ten (10) working days to confirm whether these services are being requested.
 - (5) The Contractor shall participate in local and statewide efforts to assist Consumers in enrolling in healthcare coverage.

- i. Allied System Coordination:
 - (1) The Contractor shall comply with the following GCBH Allied System Coordination Plans as amended, replaced or revised. GCBH Allied System Coordination Plans are available on the GCBH website: <http://www.gcbh.org>.
 - i. DSHS Aging and Long Term Care Services Administration (ALTSA).
 - ii. Chemical Dependency and Substance Abuse services.
 - iii. DSHS Children's Administration.
 - iv. Community Health Clinics, Federally Qualified Health Centers (FQHCs), and Apple Health Plans.
 - v. Criminal Justice (courts, jails, law enforcement, public defender, Department of Corrections).
 - vi. DSHS Division of Vocational Rehabilitation.
 - vii. DSHS Juvenile Justice and Rehabilitation Administration (JJ & RA).
 - viii. Any Offender Re-entry Community Safety Program (ORCSP) within the boundaries of the RSN that is not a Subcontractor of the Contractor.

- j. Contractors who implement WISE as part of their service delivery shall adhere to the most current version of the WISE Manual and meet the requirements of the WISE Quality Management Plan. WISE documents can be found at <http://www.dshs.wa.gov/dbhr/childrensbehavioralhealth.shtml>.
 - (1) Contractors who implement WISE as part of their service delivery must report on actions taken in response to WISE Quality Management Plan reports and associated outcomes.
 - (2) Contractors not yet implementing WISE as part of their service delivery shall incorporate and disseminate the Washington State Children's Behavioral Health Principles (Exhibit C) as guidelines for providing care to children, youth and their families.

- k. The Contractor 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:
 - (1) A comprehensive transition plan linked across systems that identify goals, objectives, strategies, supports, and outcomes.
 - (2) Individual mental health needs in the context of a Transition Age Youth, which include supported transition to meaningful employment, post-secondary education, technical training, housing, community supports, natural supports, and cross-system coordination with other system providers.
 - (3) 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.
 - (4) Developmentally and culturally appropriate adult services that are relevant to the individual or population.

- l. The Contractor shall coordinate with DSHS, Home and Community Services (HCS) regional office to support the placement of persons discharged or diverted from state hospitals into HCS

placements. The Contractor shall comply with any GCBH MOU and/or Agreement established with HCS. GCBH MOUs and Agreements can be found at www.gcbh.org.

- (1) Whenever possible, prior to referring a person with a diagnosis of dementia for a 90 day commitment to a State Hospital:
 - i. Ensure that a request for Comprehensive Assessment Reporting Evaluation (CARE) is made as soon as possible after admission to a hospital psychiatric unit or Evaluation and Treatment facility in order to initiate placement activities for all persons who might be eligible for long-term care services. HCS has agreed to prioritize requests for CARE for individuals who have been detained to an Evaluation & Treatment facility or in another setting.
 - ii. Request and coordinate with HCS, a scheduled CARE for such persons. If the assessment indicates functional and financial eligibility for long-term care services, coordinate efforts with HCS to attempt a community placement prior to referral to the State Hospital.
- (2) For individuals (both those being discharged and those being diverted) whose CARE indicates likely functional and financial eligibility for long-term care services:
 - i. The Contractor will coordinate with HCS placement activities with one entity designated as being responsible for those activities. This designation will be documented in writing and agreed upon by both the Contractor and HCS. Where such designation is not made the responsibility shall be the Contractor's.
 - ii. The responsible entity will establish and coordinate a placement or discharge planning team that includes Contractor staff, HCS assessors, and other community partners, as necessary, to develop a plan of action for finding a safe, sustainable placement.
 - iii. The Contractor will ensure coordination and communication will occur between those participants involved in placement activities as identified by the discharge planning team.
 - iv. If a placement has not been found for an individual referred for long-term care services within 30 calendar days, the designated entity will convene a meeting to review the plan and to make adjustments as necessary. Such review meetings will occur at least every 30 calendar days until a placement is affected.
- (3) When individuals being discharged or diverted from State Hospitals are placed in a long-term care setting, the Contractor shall:
 - i. Coordinate with HCS and any residential provider to develop a crisis plan to support the placement. The model crisis plan format is available on the DSHS website.
 - ii. When the individual meets Access to Care Standards, coordinate with HCS and any residential provider in the development of a treatment plan that supports the viability of the HCS placement.

20. SPECIAL PROJECTS

a. Program of Assertive Community Treatment (PACT):

- (1) PACT teams are intended as an appropriate treatment approach for individuals with a current diagnosis of a severe and persistent mental illness who are experiencing severe symptoms and have significant impairments. These individuals must also have demonstrated a combination of continuous high service needs and functional

impairments, and have not shown to benefit significantly from other outpatient programs currently available. The Contractor shall:

- i. Maintain a WA-PACT team in accordance with the revised Washington State PACT Program Standards. The Contractor shall follow the standards for a full team.
- ii. Require that the primary Individuals served by the WA-PACT team(s) are Individuals who demonstrate or have demonstrated a Medical Necessity for inpatient psychiatric hospitalization. In addition, priority shall be given to referrals from current State Hospital patients who are ready for discharge and meet criteria for admission into PACT teams as delineated in the revised Washington State PACT Program Standards.
- iii. Admit Consumers in accordance with the revised Washington State PACT Program Standards to maintain the Consumer participation at a minimum monthly average of eighty (80) Consumers.
- iv. Maintain capacity for priority re-admission for discharged Consumers who need re-admission to the PACT team to maintain stability within the community. These Consumers must meet Medical Necessity requirements for this Level of Care. In the case of emergent re-admission, the overall maximum team capacity may be exceeded.
- v. Incorporate the GCBH Regional Advisory Board's (RAB) involvement in the planning and implementation of the PACT by attending monthly RAB meetings.
- vi. Attend and participate in GCBH and/or DBHR required training and technical assistance activities.
- vii. Any exception to the staffing pattern required by the revised Washington State PACT Program Standards and the Contractor's approved staffing pattern must be submitted to GCBH for prior approval.
- viii. The Contractor must have teams which comport with the revised Washington State PACT Program Standards identified staffing patterns.
- ix. The Contractor shall maintain a roster of all PACT staff and their respective positions in accordance with the revised Washington State PACT Program Standards. The roster shall be submitted to GCBH upon request in a format provided by GCBH.
- x. If the Contractor is not able to maintain full staffing, the Contractor must immediately notify GCBH, in writing, if staffing falls below the revised Washington State PACT Program Standard's staffing pattern. Prior to significant changes to the staffing plan that are below the specifications in the revised Washington State PACT Program Standards, requests for approval must be submitted to GCBH.
- xi. The Contractor will provide all medically necessary Medicaid WA-PACT services as described in the revised Washington State PACT Program Standards to Medicaid Consumers in the WA-PACT program.
- xii. The Contractor shall submit to GCBH, by October 20, 2015, an updated WA-PACT budget. The budget shall be detailed and comply with the provided format and include a Budget Narrative which will describe and clarify budget details.
- xiii. The Contractor shall submit outcome data quarterly on Individuals served by the WA-PACT teams in a format provided by GCBH. Reports will be submitted to

GCBH within fifty (50) calendar days of the end of the quarter. The Contractor shall also submit to GCBH any other data or reports as required under this Agreement or as requested.

- xiv. The Contractor shall submit a roster of PACT Consumers, identifying Medicaid and non-Medicaid status. For those Consumers identified as non-Medicaid, the Contractor shall identify the barriers to obtaining Medicaid funding. The roster will be submitted to GCBH quarterly in a format provided by DBHR.
 - xv. The Contractor shall maintain a waiting list of Individuals referred for PACT who meet the admission criteria but cannot be enrolled because of capacity issues. The list shall include the referral date and shall be provided to GCBH upon request.
 - xvi. The contractor shall submit to GCBH for approval revised policies and procedures regarding waiting list maintenance. The revised policies shall address managing Medicaid Consumers who are on the waiting list and an assurance that those Consumers will receive medically necessary care while on the waiting list. GCBH will provide guidelines for developing the policies. Policies shall be submitted by October 20, 2015.
 - xvii. The Contractor shall cooperate with fidelity monitoring by providing to DBHR and/or representatives, upon request, access to all WA-PACT program documentation, Contractor facilities, Contractor staff, and records related to this program for review. In addition Contractor staff shall facilitate and support Consumer interviews. The Contractor shall be subject to corrective actions as described in the Remedial Action Section of this Agreement for failure to adequately meet fidelity requirements as determined by DBHR and/or GCBH reviews.
 - xviii. WA-PACT Teams are expected to admit Consumers in accordance with the Published WA-PACT Program Standards. The Contractor shall maintain minimum targets of actively enrolled Consumers for WA-PACT teams as identified in the WA-PACT Fidelity Protocols. The active enrollment target must be maintained by the final day of the period in accordance with the schedule in the WA-PACT Fidelity Protocols. Failure to meet targets shall subject the Contractor to corrective actions as in the Remedial Action Section of this Agreement.
- (2) **Compensation:** The Contractor shall be paid monthly using a GCBH Board approved funding mechanism. The Funding Schedule, as amended, revised and/or replaced, is available on the GCBH website: www.gcbh.org.

21. TRIBAL RELATIONSHIPS

- a. The Contractor shall participate, upon request, in the development of a Tribal and Recognized American Indian Organization Coordination implementation Plan. The Contractor shall comply with any such plan developed.
- b. Subcontracts with Tribes and Recognized American Indian Organizations (RAIO). Subcontracts with Federally Recognized Tribes and Recognized American Indian Organizations shall include the Special Terms and Conditions as laid out in the Centers for Medicare & Medicaid Services Model QHP Addendum for Indian Health Care Providers.
 - (1) If the Contractor chooses to enter into a Subcontract with a Federally Recognized Tribe

Subcontract must include one (1) of the following:

- i. General Terms and Conditions that are modeled on the DSHS and Indian Nation Agreement General Terms and Conditions.
 - ii. General Terms and Conditions modeled on the Intergovernmental Agreement for Social and Health Services between Tribes and The Washington State Department of Social and Health Services.
 - iii. General Terms and Conditions that were developed through a process facilitated by a DBHR Tribal Liaison.
 - iv. General Terms and Conditions that were developed between the Tribe and the Contractor. In this case, a written statement must be provided to DBHR Tribal Liaison from each party that verifies both are in Agreement with the content in the General Terms and Conditions.
- (2) If the Contractor chooses to enter into a Subcontract with a RAIO, the Contract must include one (1) of the following:
- i. General Terms and Conditions that were developed through a process facilitated by a DBHR Tribal Liaison.
 - ii. General Terms and Conditions that were developed between the RAIO and the Contractor. In this case a written statement must be provided to a DBHR Tribal Liaison from each party that verifies both are in Agreement with the content in the General Terms and Conditions.
- (3) Any Subcontracts with Federally Recognized Tribes and RAIOs must be consistent with the laws and regulations that are applicable to the Federally Recognized Tribe or RAIO. The Contractor must work with each Federally Recognized Tribe to identify those areas that place legal requirements on the Federally Recognized Tribe that do not apply and refrain from passing these requirements on to Federally Recognized Tribes.
- (4) DBHR Tribal Liaison may be available for technical assistance in identifying what legal requirements the Contactor can be relieved of in Tribal or RAIO Subcontracts.
- (5) The Contractor shall have a policy and procedure that requires efforts to recruit and maintain Ethnic Minority Mental Health Specialists – Native American from each Tribe or RAIO for use in specialists consults whenever possible.
- (6) The Contractor may not implement fees or policies that would create a charge, deduction, copayment or other similar charges on American Indians and Alaska Natives for services provided under this Agreement.

22. REMEDIAL ACTIONS

- a. GCBH may initiate remedial action if it is determined that any of the following situations exist:
- (1) A problem exists that negatively impacts individuals receiving services.
 - (2) The Contractor has failed to perform any of the mental health services required in this Agreement.
 - (3) The Contractor has failed to develop, produce, and/or deliver to GCBH and/or DBHR any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement.
 - (4) The Contractor has failed to perform any administrative function required under this Agreement. For the purposes of this section, "administrative function" is defined as any obligation other than the actual provision of mental health services.
 - (5) The Contractor has failed to implement corrective action required by GCBH and/or the

State and within GCBH and/or DSHS prescribed timeframes.

- b. GCBH may impose any one or more of the following remedial actions in any order:
- (1) Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to GCBH within 30 calendar days of notification. Corrective action plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. GCBH may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
 - i. Corrective action plans must include:
 - (A) A brief description of the situation requiring corrective action.
 - (B) The specific actions to be taken to remedy the situation.
 - (C) A timetable for completion of the actions.
 - (D) Identification of individuals responsible for implementation of the plan.
 - ii. Corrective action plans are subject to approval by GCBH, which may:
 - (A) Accept the plan as submitted.
 - (B) Accept the plan with specified modifications.
 - (C) Request a modified plan.
 - (D) Reject the plan.
 - iii. Any corrective action plan that was in place as part of a previous Agreement shall be applied to this Agreement in those areas where the Contract requirements are substantially similar.
 - (2) Withhold up to five percent (5%) of the next monthly capitation payment and each month's capitation payment thereafter until the situation has been resolved. GCBH, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
 - i. Increase Withholdings identified above by up to an additional three percent (3%) for each successive month during which the remedial situation has not been resolved.
 - (3) Deny any incentive payment to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which GCBH provides incentives.
 - (4) Terminate for Default as described in the General Terms and Conditions.

23. GENERAL TERMS AND CONDITIONS

- a. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- (1) **Agreement** means this document, the General Terms and Conditions, and the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.
 - (2) **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>.
 - (3) **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - (4) **Contractor** means the entity with which GCBH enters into this Agreement with.

- (5) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- (6) **DSHS or the department or the Department** means the Department of Social and Health Services of the State of Washington.
- (7) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- (8) **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
- (9) **Secretary** means the individual appointed by the Governor, State of Washington as the head of DSHS or his/her designee.
- (10) **Subcontract** means a separate Contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Agreement.
- (11) **USC** means United States Code. All references to USC chapters or sections in this Agreement shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://www.gpoaccess.gov/uscode/>.
- (12) **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

- b. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
- c. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of GCBH and the written assumption of the Contractor's obligations by the third party.
- d. **Billing Limitations.** Unless otherwise specified in this Agreement, GCBH shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- e. **Compliance with Applicable Law.** At all times during the term of this Agreement the Contractor and GCBH shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
- f. **Confidentiality.** The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except as provided by law; or in the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

The parties shall protect and maintain all Confidential Information gained by reason of this

Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

- Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- Physically securing any computers, documents, or other media containing the Confidential Information.
- Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - Verifying after transmittal that the fax was received by the intended recipient.
- Following the requirements in Exhibit B.
- Sending paper documents containing Confidential Information via a Trusted System.
- Upon request by GCBH, at the end of the Contract term or when no longer needed, Confidential Information shall be returned to GCBH or Contractor shall certify in writing that they employed a GCBH approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the GCBH HIPAA Compliance Officer.
- Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
- Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the GCBH HIPAA Compliance Officer within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or GCBH.

g. **Compliance with Additional Laws.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:

- All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.
- All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.
- 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.

- Any applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.
 - Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
 - Those specified in Title 18 RCW for professional licensing.
 - Reporting of abuse as required by RCW 26.44.030.
 - Industrial insurance coverage as required by Title 51 RCW.
 - Any other requirements associated with the receipt of federal funds.
 - 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.
 - Law enforcement or court inquiries regarding firearm permits. The Contractor shall respond in a full and timely manner to law enforcement or court requests for information necessary to determine the eligibility of a person to possess a pistol or be issued a concealed pistol license under RCW 9.41.070 or to purchase a pistol under RCW 9.41.090.
- h. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
- i. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. The Contractor shall immediately notify GCBH if, during the term of this Contract, Contractor becomes debarred. The Contractor also agrees to include the above requirement in all Subcontracts into which it enters.
- j. **Disputes.** When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute:
 - Unless otherwise stated herein, disputes shall be determined by a Dispute board in the following manner: Each party to this Agreement shall appoint one member to the Dispute board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.
- k. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

- i. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against GCBH involving this Agreement, venue shall be proper only in Benton County, Washington. In the event of a lawsuit by GCBH against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
- m. **HIPAA Compliance.** This section of the Agreement is the Business Associate Agreement as required by HIPAA.
- (1) Definitions:
- (a) Breach means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under the HIPAA Privacy Rule which compromises the security of privacy of the PHI, with the exclusions and exceptions listed in 45 CFR 164.402.
 - (b) Business Associate means the "Contractor" and generally has the same meaning as the term "Business Associate" in 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers or directors.
 - (c) Business Associate Agreement means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the US Department of Health and Human Services, Office for Civil Rights.
 - (d) Covered Entity means GCBH, a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.
 - (e) Designated Record Set means a group of records maintained by or for a Covered Entity, that is: the medical and billings records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.
 - (f) Electronic Protected Health Information (E PHI) means PHI that is transmitted by electronic media or maintained in any medium described in the definition of electronic media in 45 CFR 160.103.
 - (g) HIPAA means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (ARRA), Sec. 13400-13424, H.R. 1 (2009) (HITECH Act).
 - (h) HIPAA Rules means the Privacy, Security, Breach Notification and Enforcement Rules in 45 CFR Parts 160 and 164.
 - (i) Individual(s) means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (j) Minimum Necessary means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
 - (k) Protected Health Information or PHI means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present or future physical or mental health or condition of an Individual; or the past, present or future payment for provision of health care to an Individual, see 45 CFR 160.103. PHI includes

demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual, see 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI, see 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

- (l) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- (m) Subcontractor, as used in this section, means a Business Associate that creates, receives, maintains or transmits PHI on behalf of another Business Associate.
- (n) Use means the sharing, employment, application, utilization, examination or analysis of PHI within an entity that maintains such information.
- (2) Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, HIPAA Rules and all attendant regulation as promulgated by the US Department of Health and Human Services, Office of Civil Rights.
- (3) Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:
 - (a) Duty to Protect PHI. Business Associate shall protect PHI from and shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized use or disclosure of PHI other than as provided in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - (b) Minimum Necessary Standard. Business Associate shall apply this standard to any use or disclosure of PHI necessary to achieve the purposes of this Contract, see 45 CFR 164.514(d)(2) through (d)(5).
 - (c) Disclosure of Part of the Provision of Services. Business Associate shall only use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - (d) Use for Proper Management and Administration. Business Associate may use PHI for the proper management and administration of the Business Associate to carry out the legal responsibilities of the Business Associate.
 - (e) Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the Proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (f) Impermissible Use or Disclosure of PHI. Business Associate shall report to GCBH in writing all uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized use or disclosure of PHI, including breaches of unsecured PHI as required in 45 CFR 164.410 (Notification by a Business Associate), as well as any security incident of which it becomes aware. Upon request by GCBH, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.
- (g) Failure to Cure. If GCBH learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by GCBH do not end the violation, GCBH shall terminate this Contract, if feasible. In addition, if the Business Associate learns of a pattern or practice of its subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the subcontract, if feasible.
- (h) Termination for Cause. Business Associate authorizes immediate termination of this Contract by GCBH, if GCBH determines that Business Associate has violated a material term of this Business Associate Agreement. GCBH may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- (i) Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of GCBH for use in determining compliance with HIPAA privacy requirements.
- (j) Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from GCBH or created, maintained or received by Business Associate, or any subcontractors, on behalf of GCBH, Business Associate shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to GCBH or destroy the remaining PHI that the Business Associate or any subcontractors shall maintain in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR 165 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any subcontractors retain the PHI;
 - iv. Not use or disclose the PHI retained by Business Associate or any subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - v. Return to GCBH or destroy the PHI retained by Business Associate, or any subcontractors, when it is no longer needed by Business Associate for its

proper management and administration or to carry out its legal responsibilities.

- (4) Survival. The obligations of this Business Associate under this section shall survive the termination or expiration of this Contract.
- (5) Individual Rights.
 - (a) Accounting of Disclosures.
 - i. Business Associate shall document all disclosure, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - ii. Within ten (10) business days of a request from GCBH, Business Associate shall make available to GCBH the information in Business Associate's possession that is necessary for GCBH to respond in a timely manner to a request for an accounting of disclosure of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528 (b)(1).
 - iii. At the request of GCBH or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosure of PHI.
 - iv. Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.
 - (b) Access.
 - i. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by GCBH or the Individual as necessary to satisfy GCBH's obligations under 45 CFR 164.524 (Access of Individuals to Protected health Information).
 - ii. When the request is made by the Individual to the Business Associate or if GCBH asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by GCBH, the Business Associate shall provide the records to GCBH within (10) business days.
 - (c) Amendment.
 - i. If GCBH amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and GCBH has previously provided the PHI or record that is the subject of the amendment to Business Associate, then GCBH will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
 - ii. Business Associate shall make any amendments to Phi in a Designated Record Set as directed by GCBH or as necessary to satisfy GCBH's obligations under 45 CFR 164.526 (Amendment of Protected health Information).
- (6) Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i) and 164.308(b)(2), Business Associate shall ensure that any agents, subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a

- written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provision in this Contract with respect to such PHI. The same provision must also be included in any contracts by a Business Associate's subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- (7) **Obligations.** To the extent the Business Associate is to carry out one or more of GCBH's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to GCBH in the performance of such obligation(s).
 - (8) **Liability.** Within ten (10) days, Business Associate must notify GCBH of any complaint, enforcement or compliance action initiated by the Office for civil Rights based on an allegation of violation of the HIPAA Rules and must inform GCBH of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its subcontractors or agents for which it is found liable.
 - (9) **Breach Notification.**
 - (a) In the event of a breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from GCBH or involving GCBH clients, Business Associate will take all measures required by state or federal law.
 - (b) Business Associate will notify GCBH within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the PHI as defined in 45 CFR 164.402 (Definitions).
 - (c) Business Associate will notify the GCBH HIPAA Compliance Officer within one (1) business day by telephone or email of any potential breach of security or privacy of PHI by the Business Associate or its subcontractors or agents. Business Associate will follow telephone or email notification with a faxed or other written explanation of the breach, to include the following: date and time of breach, date breach was discovered, location and nature of the PHI, type of breach, origination and destination of PHI, Business Associate unit and personnel associated with the breach, detailed description of the breach, anticipated mitigation steps, and the name, address, telephone number, fax, number and email of the individual who is responsible as the primary point of contact. Business Associate will address communications to the GCBH HIPAA Compliance Officer. Business Associate will coordinate and cooperate with GCBH to provide a copy of its investigation and other information requested by GCBH, including advance copies of any notifications required for GCBH review before disseminating and verification of the dates notifications were sent.
 - (d) If GCBH determines that Business Associate or its subcontractors or agents are responsible for a breach of unsecured PHI:
 - i. Requiring notification of Individuals under 45 CFR 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - ii. Requiring notification of the media under 45 CFR 164.406 (Notification to the

- media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- iii. Requiring notification of the US Department of Health and Human Services Secretary under 45 CFR 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - iv. GCBH will take appropriate remedial measures; up to termination of this Contract.
- (e) **Miscellaneous Provisions.**
- i. **Regulatory Reference.** A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
 - ii. **Interpretation.** Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.
- n. **Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GCBH, DSHS or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold harmless GCBH from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- o. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party for any other purpose.
- p. **Insurance.** GCBH certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.
- q. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material

relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- r. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- (1) Applicable Federal and State of Washington statutes and regulations.
 - (2) The General Terms & Conditions of this Agreement.
 - (3) The Special Terms & Conditions of this Agreement.
 - (4) Any Exhibits attached or incorporated into this Agreement by reference.
- s. **Ownership of Material.** Material created by the Contractor and paid for by GCBH as a part of this Agreement shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, GCBH shall have a perpetual license to use this material for DSHS internal purposes at no charge to GCBH, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- t. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. GCBH and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. GCBH and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either GCBH or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- u. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.
- v. **Subcontracting.** The Contractor may subcontract services to be provided under this Agreement. If GCBH, the Contractor, and a Subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages rising from any act or omission from the Contract, then GCBH shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the Subcontractor be unable to satisfy its joint and severable liability, GCBH and the Contractor shall share in the Subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than GCBH and the

Contractor. This term shall not apply in the event of a settlement by either GCBH or the Contractor.

w. **Subrecipients.**

- (1) **General.** If the Contractor is a sub-recipient of federal awards as defined by the 2 CFR Part 200 and this Agreement, the Contractor shall:
 - i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.
 - ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of Contracts or grant Agreements that could have a material effect on each of its federal programs.
 - iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
 - iv. Incorporate 2 CFR Part 200, Subpart F audit requirements into all Agreements between the Contractor and its Subcontractors who are subrecipients.
 - v. Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200 and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - vi. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations through 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned federal laws and regulations.)
 - (2) **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - i. Submit to the GCBH Chief Financial Officer or their designee, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 - ii. Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F, and prepare a "Summary Schedule of Prior Audit Finding", reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- x. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

- y. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to the following Sections: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.
- z. **Termination Due to Change in Funding.** If the funds upon which GCBH relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- aa. **Termination Due to Change in GCBH/DSHS Agreement.** In the event that changes to the terms of the 1915(b) (Medicaid) Mental Health Services Waiver program render this Agreement invalid in any way after the effective date of this Agreement and prior to its normal completion, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor, subject to re-negotiation (if applicable) under those new special terms and conditions.
- bb. **Termination for Convenience.** GCBH may terminate this Agreement in whole or in part for convenience by providing the Contractor at least thirty (30) calendar days' written notice addressed to the Contractor at the address shown on the cover page of this Agreement. The Contractor may terminate this Agreement for convenience by providing GCBH at least thirty (30) calendar days' written notice addressed to: GCBH, Attn: GCBH Contracts Coordinator, 101 N Edison St, Kennewick, WA 99336.
- cc. **Termination for Default.**
 - (1) GCBH may immediately terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if GCBH has a reasonable basis to believe that the Contractor has:
 - i. Failed to meet or maintain any requirement for contracting with GCBH.
 - ii. Failed to protect the health or safety of any GCBH client.
 - iii. Failed to perform under, or otherwise breached, any term or condition of this Agreement, or any provision of this Agreement.
 - iv. Violated any law, regulation rule or ordinance applicable to this Agreement.
 - (2) Before GCBH may terminate this Agreement for default, GCBH shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the Agreement. GCBH may terminate the Agreement for default without such written notice and without opportunity for correction if GCBH has a reasonable basis to believe that a client's health or safety is in jeopardy.
 - (3) The Contractor may terminate this Agreement for default, in whole or in part, by written notice to GCBH, if the Contractor has a reasonable basis to believe that GCBH has:

- i. Failed to meet or maintain any requirement for contracting with the Contractor;
- ii. Failed to perform under any provision of this Agreement;
- iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
- iv. Otherwise breached any provision or condition of this Agreement.

(4) Before the Contractor may terminate this Agreement for default, the Contractor shall provide GCBH with written notice of GCBH's noncompliance with the Agreement and provide GCBH a reasonable opportunity to correct GCBH's noncompliance. If GCBH does not correct GCBH's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

dd. **Termination for Failed Program Integrity.** GCBH may immediately terminate this Contract by providing Contractor written notice if any of the following occurs:

- (1) Any owner of the Contractor becomes Debarred.
- (2) Failure to provide accurate and timely information required by 42 CFR 455.106(a), 42 CFR 455 Subpart E, 42 CFR 455.416(d) by the Contractor, any Owner, Agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational control, or who directly or indirectly conducts operations of the Contractor.
- (3) The Contractor's owners do not cooperate with any screening methods required under 42 CFR 455.455, Subpart E, 42 CFR 455.416(a).
- (4) The Contractor's owners are convicted of a criminal offense related to the persons involvement with the Medicare, Medicaid or Title XXI program in the last 10 years, 42 CFR 455.416(b).
- (5) The Contractor has been terminated under Title XVIII of the Social Security Act, or under any States Medicaid or CHIP program, 42 CFR 455.416(c).
- (6) Failure to comply with this a request for the Contractor or its owners, to provide to DSHS fingerprints in a form determined by DSHS within 30 days of a CMS or DSHS agency request, 42 CFR 455.434(b) (2), 42 CFR 455.416 (e), 42 CFR 455.450(d).
- (7) Failed to permit GCBH access to any of the Contractor's locations for site visits under 42 CFR 455.432, 42 CFR 455.416(f).
- (8) GCBH determines that the Contractor has falsified any information provided to GCBH and/or DSHS, 42 CFR 455.16(g).

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

- (1) The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- (2) The Contractor shall promptly deliver to the GCBH contact person (or to his or her successor) listed on the first page of this Agreement, all GCBH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return GCBH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of GCBH that is in the possession of the Contractor pending return to GCBH.

- (3) GCBH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. GCBH 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 GCBH.
- (4) If GCBH terminates this Agreement for default, GCBH may withhold a sum from the final payment to the Contractor that GCBH determines is necessary to protect GCBH against loss or additional liability. GCBH shall be entitled to all remedies available at law, in equity, or under this Agreement due to Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in section 21.n. entitled "Lawsuits".

ff. **Termination Notice Requirements.** Contractor must provide the GCBH Contracts Coordinator with at least ninety (90) calendar days written notice if Contractor decides to voluntarily terminate, refuses to renew, or refuses to sign a mandatory amendment to this Agreement. If the Contractor terminates this Agreement or will not be entering into any subsequent Agreements, GCBH shall require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with GCBH. Funds shall be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must give notice at least ninety (90) calendar days prior to the end of the contract if a decision is made not to enter into a subsequent agreement. Any funds not spent for the provision of services under this Contract shall be returned to GCBH with sixty (60) calendar days of the last day this Agreement is in effect. In addition, the Contractor will work with GCBH to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to GCBH consumers. The transition plan shall address all issues leading to the transition of the Contractor functions to GCBH, or another service provider, such as the use of Reserves, claims reconciliation, and of all items and/or requirements of the Contractor that extend beyond the termination of services.

gg. **Treatment of Client Property.** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting client access to, or possession or use of lawful or unlawful weapons and drugs).

hh. **Title to Property.** Title to all property purchased or furnished by GCBH for use by the Contractor during the term of this Agreement shall remain with GCBH. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by GCBH under this Agreement shall pass to and vest in GCBH. The Contractor shall take reasonable steps to protect and maintain all GCBH property in its possession against loss or damage and shall return GCBH property to GCBH upon Agreement termination or expiration, reasonable wear and tear

accepted.

- ii. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in section 21.b, Amendment. Only GCBH Director or their designee has the authority to waive any term or condition of this Agreement on behalf of GCBH.

24. SPECIAL TERMS AND CONDITIONS

a. **Administrative Review Activities.**

- (1) The Contractor shall notify GCBH when an entity other than GCBH performs any audit or review described below related to any activity contained in this Agreement. GCBH, the Department of Social and Health Services, 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:
 - Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.
 - Reviews regarding the quality, appropriateness, and timeliness of mental health services provided under this Agreement.
 - Audits and inspections of financial records of the Contractor or subcontractor. (42 CFR 438.6(g)).
 - Audit and inspect any books and records of the Contractor and of any subcontractor, that pertain to the ability of the entity to bear the risk of potential financial losses, or to services performed or determinations of amounts payable under the contract. (1903(m)(A)(iv))
 - On-site inspections of any and all Contractor and subcontractor locations.
- (2) The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by GCBH, DSHS or other Washington State Departments.
- (3) Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.
- (4) The Contractor shall maintain information necessary to promptly respond to written requests by GCBH. The Contractor shall submit information detailing the amount spent throughout its service area on specific items upon request by GCBH.

- b. **Commercial General Liability Insurance (CGL).** If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. GCBH and its elected and appointed officials, agents, and employees shall be named as additional insureds. The Contractor shall provide up to

date copies of the policy to GCBH upon execution of this Agreement. The Contractor shall notify GCBH within one (1) working day of any changes in coverage.

- c. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:
- (1) Title XIX and Title XXI of the Social Security Act and Title 42 of the Code of Federal Regulations.
 - (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.
 - (3) Law enforcement or court inquiries regarding firearm permits. The Contractor shall respond in a full and timely manner to law enforcement or court requests for information necessary to determine the eligibility of a person to possess a pistol or to be issued a concealed pistol license under RCW 9.41.070 or to purchase a pistol under RCW 9.41.090.
- d. **Confidentiality of Personal Information:**
- (1) The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A. The Contractor shall have a process in place to ensure that all components of its provider network and system understand and comply with confidential requirements for publicly funded mental health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement and the State Medicaid Plan. Such purposes include, but are not limited to:
 - i. Establishing eligibility.
 - ii. Determining the amount of medical assistance.
 - iii. Providing services for recipients.
 - iv. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan.
 - v. Assuring compliance with federal and State laws and regulations, and with terms and requirements of the Agreement.
 - (2) The Contractor shall (and require its subcontractors and providers to do so) establish and implement procedures consistent with all confidentiality requirements of the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) for medical records and any other health and enrollment information that identifies a particular Enrollee.
 - (3) The Contractor shall prevent inappropriate access to confidential data and/or data systems used to hold confidential client information by taking, at a minimum, the following actions:
 - Verify the identity or authenticate all of the system's human users before allowing them access to any confidential data or data system capabilities.
 - Authorize all user access to client applications.

- Protect application data from unauthorized use when at rest.
 - Keep any sensitive data or communications private from unauthorized individuals and programs.
 - Notify the GCBH HIPAA Compliance Officer within five (5) business days whenever an authorized user with access rights leaves employment or has a change of duties such that the user no longer requires access. If the removal of access is emergent, include that information with the notification.
- (4) In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from any GCBH data system, the Contractor shall comply with all requirements of the HIPAA Security and Privacy for Breach Notifications and as otherwise required by State or Federal law.
- (5) GCBH reserves the right at any time to conduct audits of system access and use, and to investigate possible violations of this Agreement and/or violations of Federal and State laws and regulations governing access to protected health information contained in GCBH data systems.
- (6) The Contractor understands that GCBH reserves the right to withdraw access to any of its confidential data systems at any time for any reason.
- e. **Declaration That Individuals Served Under the Medicaid and Other Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although GCBH and the Contractor mutually recognize that services under this Agreement shall be provided by the Contractor to individuals receiving services under the Medicaid program, and RCW 71.05, RCW 71.24, and RCW 71.34, it is not the intention of either GCBH or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.
- f. **Lawsuits.** Nothing in this Agreement shall be construed to mean that the Contractor, 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.
- g. **Lobby Activities Prohibited.** Federal Funds must not be used for Lobbying activities.
- h. **Medicaid State Plan Amendments.** If the Medicaid State Plan is amended the Contractor shall implement any changes to the provision of Medically Necessary mental health services no later than 30 calendar days following CMS approval of the amended plan.
- i. **Records Retention.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later.
- (1) The Contractor shall maintain records sufficient to:

- i. Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456, 42 CFR §456.111, and 42 CFR §456.211.
 - ii. Document performance of all acts required by law, regulation, or this Agreement.
 - iii. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
 - iv. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to GCBH and all expenditures made by the Contractor to perform as required by this Agreement.
- (2) The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by GCBH or other Washington State Departments.
 - (3) Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.
 - (4) GCBH shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made, including the Department's rate setting activities related to the Contractor, or other actions taken in regard to the Contractor's performance of the services described herein.
- j. **Procurement of Recovered Materials.** Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) a. 40 CFR Part 247, Subpart B – Item Designation that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PURPOSE OF AGREEMENT

Provide or purchase age, linguistic and culturally competent community mental health services listed below to the maximum extent possible and within the Available Resources provided under this Agreement for individuals within the contracted Service Area. The services shall be provided pursuant to: RCW 70.02, 71.05, 71.24, and 71.34, 70.96(B) and 70.96(C) or any successors and WAC Chapter 388-865 or any successors.

Period of Performance – This Agreement is in effect from July 1, 2015, through March 31, 2016.

1. DEFINITIONS

a. **Action** means:

- The denial or limited authorization of a requested service, including the type or level of service;
- The reduction, suspension, or termination of a previously authorized service;
- The denial in whole or in part, of payment for a service;
- The failure to provide services in a timely manner, as defined by the State; or
- The failure to act within the grievance system timeframes as provided in WAC 388-877A-0420 through 388-877A-0450.

b. **Administrative Cost** means costs for the general operation of the public mental health system. These activities cannot be identified with a specific direct services or direct service support function as defined in the BARS supplemental instructions.

c. **Available Resources** means funds appropriated for the purpose of providing community mental health programs: federal funds, except those provided according to Title XIX of the Social Security Act, and state funds appropriated under RCW 71.24 or RCW 71.05 by the legislature during any biennium for the purpose of providing residential services, resource management services, community support services, and other mental health services. This does not include funds appropriated for the purpose of operating and administering the state psychiatric hospitals.

d. **Budget Narrative.** The Budget Narrative serves two purposes - it identifies how the costs were estimated and it justifies the need for the cost.

e. **Children's Long Term Inpatient Programs ("CLIP")** means the state appointed authority for policy and clinical decision-making regarding admission to and discharge from Children's Long Term Inpatient Programs.

f. **Child Study and Treatment Center ("CSTC")** means the Department of Social and Health Services child psychiatric hospital.

g. **Community Mental Health Agency ("CHMA")** means a Community Mental Health Agency that is licensed by the State of Washington to provide mental health services covered under this Agreement.

h. **Consumer** means a person who has applied for, is eligible for, or who has received mental health services. For a child under the age of thirteen, or for a child age thirteen or older, whose

parents or legal guardians are involved in the treatment plan, the definition of Consumer includes parents or legal guardians.

- i. **Cultural Competence** means a set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- j. **Day** for purposes of this Agreement means calendar days unless otherwise indicated in the Agreement.
- k. **Delegation Plan** means either one document or an identified set of documents that show the Contractor's compliance with the Subcontractors clause of this Agreement.
- l. **Deliverable** means items that are required for submission to GCBH to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
- m. **Direct Care Staff** means persons employed by community mental health agencies whose primary responsibility is providing direct treatment and support to people with mental illness, or whose primary responsibility is providing direct support to such staff in areas such as client scheduling, client intake, client reception, client records-keeping, and facilities maintenance.
- n. **Division of Behavioral Health and Recovery or DBHR** means the DSHS-designated state mental health authority to administer the state and Medicaid funded mental health programs authorized by RCW chapters 71.05, 71.24, and 71.34.
- o. **Emergent Care** means services provided for a person that, if not provided, would likely result in the need for crisis intervention, or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.
- p. **Emerging Best Practice or Promising Practice** means a practice that presents, based on preliminary information, potential for becoming a research-based or consensus-based practice.
- q. **Enrollee** means a Medicaid recipient who is currently enrolled in a Pre-paid Inpatient Health Plan.
- r. **Evaluation and Treatment (E&T)** means any facility which can provide directly, or by direct arrangement with other public or private agencies, emergency evaluation and treatment, outpatient care, and timely and appropriate inpatient care to persons suffering from a mental disorder, and which is certified as such by the Department. A physically separate and separately operated portion of a State Hospital may be designated as an evaluation and treatment facility. A facility which is part of, or operated by, the Department or any federal agency will not require certification. No correctional institution of facility, or jail, shall be an evaluation and treatment facility within the meaning of RCW Chapter 71.05.020.

- s. **Evidence Based Practice** means a program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.
- t. **Fair Hearing** means a proceeding before an administrative law judge that gives an individual an opportunity to be heard in disputes about DSHS programs and services.
- u. **Family** means:
- (1) For adult Consumers, family means those the consumer defines as family or those appointed/assigned (e.g., guardians, siblings, caregivers, and significant others) to the consumer.
 - (2) For children, family means a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by the Department of Social and Health Services, or a tribe.
- t. **Greater Columbia Behavioral Health (GCBH)** means GCBH's officers, employees, and authorized agents. GCBH's service area includes the counties of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Walla Walla, Whitman and Yakima.
- u. **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, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the mental health Consumer's rights.
- v. **Grievance Process** means one of the processes included in the grievance system that allows an individual to express concern or dissatisfaction about a mental health service.
- w. **Grievance System** means the processes through a regional support network in which an individual applying for, eligible for, or receiving mental health services may express dissatisfaction about services. The grievance system must meet the requirements of 42 CFR 438 Subpart F, and include a grievance process and access to the Fair Hearing process.
- x. **Individual** means a person who applies for, is eligible for, or receives RSN-authorized mental health services from an agency licensed by the Department as a behavioral health agency. For the purposes of accessing the grievance system, the definition of individual also includes the following if another person is acting on the individual's behalf:
- In the case of a minor, the individual's parent or, if applicable, the individual's custodial parent;
 - The individual's legal guardian; or
 - The individual's representative if the individual gives written permission.
- y. **Institute for Mental Disease (IMD)** means per P.L. 100-360, an institution for mental diseases as a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. An institution is an IMD if its overall character is that of a facility established and maintained primarily for the care and treatment of Individuals with mental diseases.

- z. **Involuntary Treatment Act (ITA)** means Individuals committed by court order to a mental hospital or institution for a limited period of time. Involuntary civil commitments are meant to provide for the evaluation and treatment of Individuals with a mental disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. An initial commitment may last up to 72 hours, but, if necessary, Individuals can be committed for additional periods of 14, 90, and 180 calendar days (RCW 71.05.240 and 71.05.920).
- aa. **Level of Care Guidelines** means the criteria the Contractor uses in determining which Individuals within the target groups identified in the Contractor's policy and procedures will receive services.
- bb. **Medical Necessity or Medically Necessary** means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

Additionally, the individual must be determined to have a mental illness covered by Washington State for public mental health services. The individual's impairment(s) and corresponding need(s) must be the result of a mental illness. The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness. The individual is expected to benefit from the intervention. The individual's unmet need cannot be more appropriately met by any other formal or informal system or support.

- cc. **Mental Health Care Provider ("MHCP")** means the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level in a related field or A.A. level with two (2) years experience in the mental health or related fields.
- dd. **Mental Health Professional** means:
 - (1) A psychiatrist, psychologist, psychiatric nurse or social worker as defined in Chapters 71.05 and 71.34 RCW.
 - (2) A person with a masters degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two (2) years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional.
 - (3) A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986.
 - (4) A person who had an approved waiver to perform the duties of a Mental Health Professional that was requested by the regional support network and granted by DSHS prior to July 1, 2001.
 - (5) A person who has been granted a time-limited exception of the minimum requirements

of a Mental Health Professional by DSHS consistent with WAC 388-865-0265.

- ee. **Notice of Action** means the written notice GCBH provides to an individual and, if applicable, the individual's legal representative, to communicate an Action, as defined in this Section.
- ff. **Notice of Determination** means a written notice that must be provided to Consumers to inform them that services, available per the Contractor's policy and procedures, have not been authorized, and the reason for this determination. A Notice of Determination must contain the following:
 - The reason for denial or offering of alternative services.
 - A description of alternative services, if available.
 - The right to a Fair Hearing.
- gg. **Patient Days of Care** includes all voluntary patients and involuntarily committed patients under Chapter 71.05 RCW, regardless of where in the State Hospital they reside. Patients who are committed to the State Hospital under 10.77 RCW are not included in the Patient Days of Care. Patients who are committed under RCW 10.77.088 by municipal or district courts after failed competency restoration and dismissal of misdemeanor charges are not counted in the Patient Days of Care until a petition for 90 days of civil commitment under Chapter 71.05 RCW has been filed in court. Patients who are committed under RCW 10.77.086 by a superior court after failed competency restoration and dismissal of felony charges are not counted in the Patient Days of Care until the patient is civilly committed under Chapter 71.05 RCW.
- hh. **Publish** means an officially sanctioned document provided by DBHR and/or GCBH on the DBHR and/or GCBH internet or intranet websites for downloading, reading, or printing. The Contractor will be notified in writing or by e-mail when a document meets this criterion.
- ii. **Quality Assurance** means a focus on compliance to minimum requirements (e.g. rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
- jj. **Quality Improvement** means a focus on activities to improve performance above minimum standards/ reasonably expected levels of performance, quality, and practice.
- kk. **Quality Strategy** means an overarching system and/or process whereby quality assurance and quality improvement activities are incorporated and infused into all aspects of an organization's or system's operations.
- ll. **Receiving RSN** means the RSN into whose region the Referring RSN is pursuing the transfer.
- mm. **Recovery** means the process by which people are able to live, work, learn, and participate fully in their communities.
- nn. **Referring RSN** means the RSN in whose region the individual being transferred resided and/or from whom they received services prior to state hospital admission.
- oo. **Regional Support Network (RSN)** means a county authority or group of county authorities or

other entity recognized by the Secretary to administer mental health services in a defined region.

- pp. **Resilience** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- qq. **Service Area** means the geographic area covered by this Agreement for which the Contractor is responsible. The Contractor is responsible for the provision of services within the boundaries of [COUNTY] County.
- rr. **Specialized Non-Medicaid Services** means, for purposes of the RSN Transfer Protocol, IMD admissions, residential placement, and state hospital census.
- ss. **Termination** means the decision by a Contractor, or their formal designee, to stop previously authorized mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to stop or change a covered service in the Individualized Service Plan is not a termination.
- tt. **Urgent** means a service to be provided to persons approaching a mental health crisis. If services are not received within 24 hours of the request, the person's situation is likely to deteriorate to the point that Emergent Care is necessary.

2. CREDENTIALING

- a. The Contractor shall hold all necessary licenses, certifications and/or permits as required by for the performance of the activity to be performed under this Agreement. The Contractor shall notify GCBH in the event of a change in status of any required license or certification.
- b. The Contractor shall have written policies that require monitoring of credentials. The Contractor shall only use CMHAs that are licensed and/or certified by DSHS. Clubhouses must meet all credentialing requirements put in place by the State. The Contractor shall maintain documentation that all MHCPs are currently licensed in the State of Washington.
- c. The Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

3. MHCP TERMINATION

The Contractor must use best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Individuals currently open for services who had received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the CMHA.

4. CHANGES IN CAPACITY

- a. The Contractor shall notify GCBH of any changes in capacity. A significant change in capacity is defined as the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Contractor or Subcontractor site that is providing services under this Agreement. The Contractor must notify GCBH thirty (30) calendar days prior to

terminating this Contract or any Subcontracts with entities that provide direct services, including mental health clubhouses, or entering into new Subcontracts with entities that provide direct services, including mental health clubhouses. This notification must occur prior to any public announcement.

- (1) If either the Contractor or the Subcontractor terminates a Subcontract in less than thirty (30) calendar days or a site closure occurs in less than thirty (30) calendar days, the Contractor must notify the GCBH Contracts Coordinator, in writing, as soon possible and prior to a public announcement.
- (2) The Contractor shall notify the GCBH Contracts Coordinator, in writing, of any other changes in capacity that results in the Contractor being unable to meet any of the requirements in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, Medically Necessary services.
- (3) If any of the events described in this Section occur, the Contractor must submit a plan, in writing, to the GCBH Contracts Coordinator that includes at least:
 - Notification to Ombuds services.
 - Crisis services plan.
 - Client notification plan.
 - Plan for provision of uninterrupted services.
 - Any information released to the media.

TRAINING

- a. The Contractor shall participate in trainings, meetings and/or conferences when requested by GCBH and/or DSHS.
- b. Requests for GCBH and/or DSHS to allow an exception to participation in required training must be in writing and include a plan for how the required information will be provided to targeted Contractor staff.
- c. The Contractor must participate in GCBH and/or DSHS offered training on the implementation of Evidence-Based Practices and Promising Practices..
- d. Annually, all community mental health employees who work directly with clients shall be provided with training on safety and violence prevention topics described in RCW 49.19.030.

6. INCIDENT REPORTING

- a. The Contractor must maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policies must address the Contractor's oversight and review of the requirements in this Section.
- b. The Contractor must report and follow-up on all incidents involving Individuals, listed below.
- c. The Contractor must provide initial notification and any follow up to the GCBH Incident Manager. Contractor may use the standardized form found in the GCBH Incident Report policy. Reports shall contain, at a minimum, the following:

- A description of the incident;
- The date and time of the incident;
- Incident location;
- Incident type;
- Names and ages, if known, of all individuals involved in the incident;
- The nature of each individual's involvement in the incident;
- The service history with the Contractor, if any, of individuals involved;
- Steps taken by the Contractor to minimize harm; and
- Any legally required notifications made by the Contractor.

d. The Contractor must report and follow-up on the following incidents. In addition, the Contractor shall use professional judgment in reporting incidents not listed herein:

- (1) Category One Incidents: the Contractor must report and also notify the DBHR Incident Manager by telephone or email immediately upon becoming aware of the occurrence of any of the following Category One incidents involving any individual that was served within 365 calendar days of the incident.
 - i. Death or serious injury of patients, clients, staff, or public citizens at a DSHS facility or a facility that DSHS licenses, contracts with, or certifies.
 - ii. Unauthorized leave of a mentally ill offender or a sexual violent offender from a mental health facility or a Secure Community Transition Facility. This includes Evaluation and Treatment centers (E&T) Crises Stabilization Units (CSU) and Triage Facilities that accept involuntary clients.
 - iii. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client.
 - iv. Any event involving an individual or staff that has attracted media attention.
- (2) Category Two Incidents: the Contractor must report within one (1) working day of becoming aware that any of the following Category Two Incidents has occurred, involving an Enrollee.
 - i. Alleged client abuse or client neglect of a serious or emergent nature by an employee, volunteer, licensee, Contractor, or another client.
 - ii. A substantial threat to facility operation or client safety resulting from a natural disaster (to include earthquake, volcanic eruption, tsunami, fire, flood, an outbreak of communicable disease, etc.).
 - iii. Any breach or loss of client data in any form that is considered as reportable in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and that would allow for the unauthorized use of client personal information. In addition to the standard elements of an incident report, RSNs will document and/or attach: 1) the Police report, 2) any equipment that was lost, and 3) specifics of the client information.
 - iv. Any allegation of financial exploitation as defined in RCW 74.34.020.
 - v. Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and/or certifies.
 - vi. Any event involving a client or staff, likely to attract media attention in the professional judgment of the Contractor.
 - vii. Any event involving: a credible threat towards a staff member that occurs at

a DSHS facility, a facility that DSHS licenses, contracts with, or certifies; or a similar event that occurs within the community. A credible threat towards staff is defined as "A communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member's family, which resulted in a report to Law Enforcement, a Restraining/Protection order, or a workplace safety/personal protection plan."

- viii. Any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor.
 - ix. A life safety event that requires an evacuation or that is a substantial disruption to the facility.
- e. Comprehensive Review: GCBH may require the Contractor to initiate a comprehensive review of any incident.
- (1) If the Contractor does not respond according to the timeframe in GCBH's request, GCBH may obtain information directly from any involved party and request their assistance in the investigation.
 - (2) GCBH may request medication management information.
 - (3) GCBH may also review or may require the Contractor to review incidents that involve clients who have received services from the Contractor more than 365 calendar days prior to the incident.
- f. Incident Review and Follow-up: the Contractor will review and follow-up on all incidents reported. The Contractor will provide sufficient information, review, and follow-up to take the process and report to its completion. An incident will not be categorized as complete until the following information is provided:
- (1) A summary of any incident debriefings or review process dispositions;
 - (2) Whether the person is in custody (jail), in the hospital, or in the community, and if in the community whether the person is receiving services. If the client cannot be located, the Contractor will document in the Incident reporting system the steps that the Contractor took to attempt to locate the client by using available local resources;
 - (3) Documentation of whether the client is receiving or not receiving mental health services from the Contractor at the time the incident is being closed;
 - (4) In the case of a death of the client, the Contractor must provide either a telephonic verification from an official source or via a death certificate;
 - (5) In the case of a telephonic verification, the Contractor will document the date of the contact and both the name and official duty title of the person verifying the information; and
 - (6) If this information is unavailable, the attempt to retrieve it will be documented.
- g. GCBH may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

7. INFORMATION REQUIREMENTS

- a. The Contractor must provide information to Individuals consistent with WAC 388-865-0410. The Contractor shall maintain written policy and procedures addressing all information requirements, and shall:

- (1) Provide interpreter services for Consumers who speak a primary language other than English for all interactions between the consumer and the Contractor including, but not limited to, customer service, all appointments for any covered service, crisis services, and all steps necessary to file a Grievance or Fair Hearing.
- (2) Provide written translations of generally available materials including, at minimum, applications for services, consent forms, and Notice of Determination in each of the DSHS prevalent languages that are spoken by five percent (5%) or more of the population of the State of Washington based on the most recent US census. DSHS has determined based on this criteria that Spanish is the currently required language.
- (3) The DSHS Prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese. The Client rights have been translated and included in the Washington Medicaid Benefit Booklet that the Contractor must provide to each Individual at intake. The expectation is that this translated document is readily available at all times.
- (4) Materials may be provided in English if the Individual's primary language is other than English but the Individual can understand English and is willing to receive the materials in English. The Individual's consent to receiving information and materials in English must be documented in the client record.
- (5) For Individual whose primary language is not translated, the requirement may be met by providing the information through audio or video recording in the Individual's primary language, having an interpreter read the materials in the Individual's primary language or providing materials in an alternative format that is acceptable to the Individual. If one of these methods is used it must be documented in the client record.
- (6) Ensure that Mental Health Professionals and MHCPs have an effective mechanism to communicate with Individuals with sensory impairments.
- (7) Post a multilingual notice in each of the DSHS prevalent languages, which advises Consumers that information is available in other languages and how to access this information.
- (8) The Contractor shall post a translated copy of the consumer rights as provided by DSHS in each of the DSHS prevalent languages.
- (9) Upon an Individual's request, the Contractor shall provide:
 - i. CMHA licensure, certification and accreditation status.
 - ii. Information that includes but is not limited to, education, licensure, and Board certification or re-certification or registration of Mental Health Professionals and MHCPs.

8. CUSTOMER SERVICES

- a. The Contractor shall provide Customer Services that are customer-friendly, flexible, proactive, and responsive to Consumers, families, and stakeholders. The Contractor shall provide a toll free number for Customer Service. A local telephone number may also be provided for those Consumers within the local calling area.
- b. At a minimum, Contractor Customer Services staff shall:
 - Promptly answer telephone calls from Individuals, family members and stakeholders from 8 a.m. until 5:00 p.m. Monday through Friday, holidays excluded.
 - Respond to Consumers, family members and stakeholders in a manner that resolves

their inquiry. Staff must have the ability to respond to those with limited English proficiency or hearing loss.

- c. Customer Services staff must be trained on how to refer these calls to the appropriate party.

9. PAYMENT AND FISCAL MANAGEMENT

- a. The Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public mental health system.
- b. The Contractor shall be paid monthly using a GCBH Board approved funding mechanism. These payment rates are developed using estimates provided by DBHR at the beginning of each fiscal year. In the event Medicaid population numbers do not meet these estimates or the funding provided by DSHS is increased or decreased, funding may be revised to reflect these changes. The Funding Schedule, as amended, revised and/or replaced, is available on the GCBH website: www.gcbh.org.
- c. During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall provide mental health services in accordance with this Agreement through the end of the month for which it has received a capitation payment.
- d. If the Contractor terminates this agreement or will not be entering into any subsequent agreements, GCBH will require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with and approved by GCBH. Funds will be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must provide the appropriate notice to GCBH under the requirements of the Termination Section of the Agreement. Any funds not spent for the provision of services under this Agreement shall be returned to GCBH within 60 days of the last day this Agreement is in effect.
- e. Rates for July 1, 2015 through March 31, 2016 - Following the end of the annual legislative session, GCBH will offer a revised Funding Schedule posted to the GCBH website: www.gcbh.org with the proposed capitation payment for the next Fiscal Year. If for any reason the Contractor does not agree to continue to provide services using the proposed funds, the Contractor must provide comply with the Termination Notice Requirements Section of the Agreement.
 - (1) The Contractor shall work with GCBH to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to Consumers. The transition plan shall address all issues leading to the transition of Contractor functions to GCBH such as the use of Reserves, claims reconciliation, and of all items and/or requirements of the Agreement that extend beyond the termination of services.
- f. Each capitation payment will be reduced by the amount paid by GCBH on behalf of the Contractor 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, GCBH will withhold the amount in question from the final payment until the dispute is resolved.
- g. GCBH will withhold 50 percent of the final payment under this Agreement until all final reports and data are received and accepted by GCBH, and until all pending corrective actions,

penalties, or unpaid assessments are satisfied. If the dispute is still pending July 1, 2016, GCBH will withhold the amount in question from the final payment until the dispute is resolved.

- h. **Financial Reporting and Certification:** Certification: Financial Reports and Certifications are due within 30 days of the second quarter end (December and June of each year). Only one report is due within this Agreement period, and shall be submitted to GCBH with accompanying certification, by January 30, 2016. The Contractor shall submit the following components in a single form provided by GCBH:
- (1) The PIHP Revenue, Expenditure, report in compliance with the BARS Supplemental for Mental Health Services promulgated by the Washington State Auditor's Office and the Revenue and Expenditure Report Instructions published by GCBH. Contractor must maintain fiscal records that clearly separate revenue received from GCBH (i.e Medicaid, State, MHBG, Jail, etc.)
 - (2) The amounts paid, if any, to Federally Qualified Health Centers for services.
 - (3) Any revenue collected from Medicare, insurance companies, co-payments, and other sources. The Contractor 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, in accordance with Medicaid being the payer of last resort.
 - (4) In addition, the Contractor shall submit a single financial certification form, provided by GCBH, indicating that financial information reported on Revenue and Expenditure documents are true and correct to the best of their knowledge per instructions provided by GCBH.
 - (5) If the Contractor is unable to provide valid certifications or if GCBH finds discrepancies in the Revenue and Expenditure Report, GCBH may initiate remedial action. Remedial action may include recoupment from funds disbursed during the current or successive Agreement period. Recoupment shall occur within 90 days of the close of the State fiscal year or within 90 days of GCBH's receipt of the certification, whichever is later.
 - (6) GCBH reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data at any time.
 - (7) The Contractor and all Subcontractors must have an independent annual financial audit completed within 275 days of the Contractor's fiscal year end. This audit must be performed by either the Washington State Auditor's Office or an independent accounting firm licensed to perform such audits. A copy of the completed audit report and management letter must be submitted to GCBH within thirty (30) days of the reports issuance. Failure for the Contractor or its Subcontractors to comply with this term may result in corrective action, the withholding of payment and/or termination in accordance with the terms of this Agreement.

- 10. 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. The Contractor shall do the following to guard against Fraud and Abuse.

- Create and maintain a mandatory compliance plan that includes provisions to educate staff and providers of the false claim act and whistle blower protections.
- Develop written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State standards.
- Designate a compliance officer and a compliance committee that is accountable to senior management.
- Provide effective ongoing training and education for the compliance officer and Contractor staff.
- Facilitate effective communication between the compliance officer, the Contractor employees and GCBH.
- Enforce standards through well-publicized disciplinary guidelines.
- Conduct internal monitoring and auditing.
- Respond promptly to detected offenses and develop corrective action initiatives.
- Report fraud and/or abuse information to GCBH as soon as it is discovered including the source of the complaint, the involved CMHA, nature of fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.

11. REVIEW ACTIVITIES

- a. GCBH, the Department of Social and Health Services, 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:
 - (1) Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.
 - (2) Audits regarding the quality, appropriateness, and timeliness of mental health services provided under this Agreement.
 - (3) Audits and inspections of financial records.
- b. The Contractor and its subcontractors shall notify and provide copies of all letters, notices, audits, reviews, results from audits/reviews including corrective actions to the GCBH Quality Manager when an entity other than GCBH performs any audit or review described above related to any activity contained in this Agreement.
- c. The Contractor and its subcontractors shall participate in an annual EQRO monitoring review and collaborate with the EQRO Contractor set forth by DSHS to schedule a time for the monitoring review.
 - (1) In the event the Contractor or Subcontractors do not provide ready access to any information or facilities for the EQRO monitoring review during the scheduled time, the Contractor shall incur any costs for re-scheduling the EQRO Contractor to return and finish its review.
 - (2) GCBH shall provide a copy of the final EQRO monitoring review report to the Contractor, through print or electronic media and upon request to interested parties such as Enrollees, mental health advocacy groups, and members of the general public.
- d. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor

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

- e. The Contractor shall participate with GCBH and/or DBHR in review activities. Participation will include at a minimum:
 - (1) The submission of requested materials necessary for a GCBH and/or DBHR initiated review within 30 days of the request.
 - (2) The completion of site visit protocols provided by GCBH and/or DBHR.
 - (3) Assistance in scheduling interviews and agency visits required for the completion of the review.

12. CONSUMER RIGHTS AND PROTECTIONS

- a. The Contractor and any Subcontractors shall comply with any applicable Federal and State laws that pertain to individual rights and require that its staff takes those rights into account when furnishing services to Individuals. Any changes to applicable law must be implemented within ninety (90) calendar days of the effective date of the change.
- b. The Contractor shall require that Mental Health Professionals and MHCPs, acting within the lawful scope of mental health practice, are not prohibited or restricted from advising or advocating on behalf of an Individual with respect to:
 - (1) The individual's mental health status.
 - (2) Receiving all information regarding mental health treatment options including any alternative or self administered treatment, in a culturally-competent manner.
 - (3) Any information the Consumer needs in order to decide among all relevant mental health treatment options.
 - (4) The risks, benefits, and consequences of mental health treatment (including the option of no mental health treatment).
 - (5) The Consumer's right to participate in decisions regarding his or her mental health care, including the right to refuse mental health treatment and to express preferences about future treatment decisions.
 - (6) The Consumer's right to be treated with respect and with due consideration for his or her dignity and privacy.
 - (7) The Consumer's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - (8) The Consumer's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR Part 164.
 - (9) The Consumer's right to be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the CMHA or MHCP treats the Individual.
- c. The Contractor shall provide or purchase age, linguistic and culturally competent community mental health services for Individuals.
- d. Individual service plans must be developed in compliance with WAC 388-877-0620.
 - (1) The Contractor shall require that Individuals are included in the development of their individualized service plans, advance directives for psychiatric care and crisis plans.
 - (2) This shall include but not be limited to children and their families (e.g. caregivers and

- significant others, parents, foster parents, assigned/appointed guardians, siblings).
- (3) At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, as part of the 180 day progress review, describing how the Individual sees progress.

e. Advance Directives

- (1) The Contractor shall maintain a written Advance Directive policy and procedure that respects individuals' Advance Directives for psychiatric care. Policy and procedures must comply with RCW 71.32. If State law changes, those changes must be made and included in policies and procedures within ninety (90) calendar days of the effective date of any changes to the RCW.
- (2) The Contractor shall inform Individuals that complaints concerning noncompliance with the Advance Directive for psychiatric care requirements may be filed with the Washington State Department of Health.

13. UTILIZATION MANAGEMENT

- a. The Contractor must ensure the requirements of WAC 388-877-0620 are being met regarding Individual Service Plans (ISP). The Contractor shall:
 - (1) Require that Individuals are actively included in the development of their ISPs, Advance Directives for psychiatric care and crisis plans. This shall include but not be limited to children and their families (e.g. caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings).
 - (2) Require, at a minimum, treatment goals include the words of the individual receiving services and documentation must be included in the clinical record, describing how the Individual sees progress.
 - (3) Ensure that ISPs 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 Contractor shall ensure there is coordination with the other service delivery systems responsible for meeting identified needs.
- b. The Contractor shall ensure services are provided in accordance with the GCBH approved Level of Care Guidelines and the Contractor's policies and procedures for determining Available Resources and are not arbitrarily denied or reduced (e.g. the amount, duration, or scope of a service) based solely upon the diagnosis, type of mental illness, or the individual's mental health condition.
- c. GCBH shall make a determination of eligibility for an initial authorization of services based on Medical Necessity and the Access to Care Standards following the initiation of the intake evaluation.
 - (1) A decision by GCBH or formal designee whether to authorize initial services must occur within fourteen (14) calendar days of the date the intake evaluation was initiated, unless the Consumer or the Contractor requests an extension from GCBH.
 - (2) Authorization and provision of services may begin before the completion of the intake evaluation once medical necessity has been established.
 - (3) An extension of up to fourteen (14) additional calendar days to make the

authorization decision is possible upon request by the Consumer or the Contractor justifies (to GCBH upon request) a need for additional information and how the extension is in the Consumer's interest.

- (4) The Contractor and its subcontractors must have written policies and procedures to ensure consistent application of extensions.
 - (5) Authorization decisions must be expedited to no longer than three (3) business days after receipt of the request for services:
 - When the Consumer's presenting mental health condition affects their ability to maintain or regain maximum functioning; or
 - If the Consumer presents a potential risk of harm to self or others.
- d. The Contractor may provide services for individuals who are aged 22 to 64 in Institutes of Mental Disease (IMD) in lieu of covered acute psychiatric services for up to thirty (30) calendar days per admission. The Contractor is not required to provide these services in IMD settings. These services are substituted only for covered acute inpatient or evaluation and treatment and may not be used for long-term IMD services.
- e. The Contractor will participate with GCBH and/or DSHS to increase the use of research and evidence-based practices, with a particular focus on increasing these practices for children and youth as identified through legislative mandates. This includes:
- Participation, when requested, in state-sponsored training in the Trauma-Focused Cognitive Behavioral Therapy (TF-CBT/CBT) and CBT-Plus (TF-CBT/CBT+) evidence-based practices including those for which state subsidy of training costs is not available.
 - Participation, when requested, in state-sponsored efforts to ensure that the sites offering the TF-CBT/CBT+ evidence-based practice are operated as trauma-informed systems of care.
 - The Contractor shall track evidence-based and research-based practices following guidelines published by the Washington State Institute of Public Policy (WSIPP).
- f. Contractors and any Subcontractors who implement WISE as part of their service delivery shall adhere to the most current version of the WISE Manual and meet the requirements of the WISE Quality Management Plan. In addition, Contractors and any Subcontractors must report on actions taken in response to WISE Quality Management Plan reports and associated outcomes.
- Contractors and any Subcontractors not yet implementing WISE as part of their service delivery shall incorporate and disseminate the Washington State Children's Behavioral Health Principles as guidelines for providing care to children, youth and their families.
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- g. The Contractor 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:
- (1) A comprehensive transition plan linked across systems that identify goals, objectives, strategies, supports, and outcomes.
 - (2) Individual mental health needs in the context of a Transition Age Youth, which include supported transition to meaningful employment, post-secondary education, technical training, housing, community supports, natural supports, and cross-system coordination with other system providers.

- (3) 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.
- (4) Developmentally and culturally appropriate adult services that are relevant to the individual or population.

14. MEDICAID PERSONAL CARE (MPC): The Contractor must comply with the MPC Agreement, as amended, revised and/or replaced, between GCBH and Home and Community Services and Aging and Long Term Care agencies. The MPC Agreement is available on the GCBH website: www.gcbh.org.

15. MANAGEMENT INFORMATION SYSTEM

a. Data Submission and Error Correction:

- (1) The Contractor shall provide GCBH with all data described in the GCBH "Data Dictionary" and encounters shall be submitted as described in the GCBH Trading Partner Agreement(s) and DBHR's "Encounter Data Reporting Guide" or any successor, incorporated herein by reference.
- (2) The Contractor shall submit encounters electronically to GCBH management information system within 30 days of the close of each calendar month in which the encounters occurred.
- (3) The Contractor shall submit all other required consumer data to GCBH within 30 days of collection.
- (4) Upon receipt of data submitted, GCBH shall generate error reports. The Contractor shall have in place documented policies and procedures to assure that data submitted and rejected due to errors are corrected and resubmitted within 30 calendar days of when the error report was produced.
- (5) The Contractor shall attend meetings and respond to inquiries to assist in GCBH decisions about changes to data collection and information systems to meet the terms of this Contract. This may include requests to add, delete or change data elements that may include projected cost analysis.
- (6) The Contractor shall implement changes documented in GCBH "Data Dictionary" and Trading Partner Agreement(s) and in DBHR's "Encounter Data Reporting Guide" within 90 days from the date published. When changes on one document require changes to the other, GCBH shall publish all affected documents concurrently.
- (7) In the event that shorter timelines for implementation of changes under this section are required or necessitated by either a court order or agreement resulting from a lawsuit or legislative action, GCBH will provide as much notice as possible of the impending changes and provide specifications for the changes as soon as they are available. The Contractor will implement the changes required by the timeline established in the court order, legal agreement or legislative action. To the extent possible, GCBH will work with the Contractor to implement any change as necessary.
- (8) The Contractor shall implement changes to the content of national standard code sets (such as CPT, HCPC, Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization. If the issuing organization does not provide an implementation schedule or deadline, the Contractor shall implement the changes within 150 days.

- (9) When GCBH makes changes referenced in this Section the Contractor shall send at least one test batch of data containing the required changes. The test batch must be received no later than 15 days prior to the implementation date.
 - The test batch must include at least 100 transactions that include information effected by the change.
 - The processed test batch must result in at least 80% successfully posted transactions or an additional test batch is required.
- (10) The Contractor shall respond to requests from GCBH for information not covered by the data dictionary in a timeframe determined by GCBH that will allow for a timely response to inquiries from CMS, the legislature, DSHS, and other parties.
- (11) No RSN encounter transaction shall be accepted for initial entry or data correction after one (1) year from the date of service, except by special exception.

b. Business Continuity and Disaster Recovery

- (1) The Contractor shall demonstrate a primary and backup system for electronic submission of data requested by GCBH. This must include secure electronic transmission. In the event a secure method of transmission is unavailable and immediate data transmission is necessary, an alternate method of submission will be considered based on GCBH approval.
- (2) The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstatement 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.
- (3) The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for the Contractor. The certification must be submitted by December 20 of each year of this Agreement. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor's plan are available for GCBH or the DBHR-contracted EQRO to review and audit. The plan must address the following:
 - i. A mission or scope statement;
 - ii. An appointed Information Services Disaster Recovery Staff.
 - iii. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers.
 - iv. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list.
 - v. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data.
 - vi. Off site storage of system and data backups; Ability to recover data and systems from backup files.
 - vii. Designated recovery options which may include use of a hot or cold site.
 - viii. Evidence that disaster recovery tests or drills have been performed.

c. Information System Security and Protection of Confidential Information:

- (1) The Contractor shall comply with applicable provisions of the Health Insurance

Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et.seq. and CFR Parts 160, 162 and 164.

- (2) The Contractor shall ensure that confidential information provided through or obtained by way of this Agreement or services provided, is protected in accordance with the Data Security Requirements (Exhibit A).
- (3) The Contractor shall take appropriate action if the Contractor's employees wrongly release confidential information.

d. **Data Quality Verification:**

- (1) The Contractor shall maintain and either provide to Subcontractors, or require Subcontractors to also maintain, a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Agreement. The Contractor shall have in place mechanisms to verify the health information received from Subcontractors is complete, accurate and timely.

16. GRIEVANCE SYSTEM

a. The Contractor must have a Grievance system that complies with the following procedures. The Contractor must provide information about the Grievance System to all Subcontractors at the time they enter into an Agreement.

b. **General Requirements:**

- (1) An Individual or representative may file a Grievance either orally or in writing with the Contractor and may request a Fair Hearing from the State of Washington Office of Administrative Hearings. An Individual may also file a Grievance with his or her provider which must have policies and procedures consistent with the requirements in this Section.
- (2) A representative, including a staff person of the Individual's provider, acting on behalf of the Individual and with Individual's written consent, may request a Grievance or a Fair Hearing.
- (3) The Individual must be given reasonable assistance in pursuing a Grievance or Fair Hearing.
 - The Individual may be provided assistance from the Ombuds service, the Individual's provider, the Contractor, or any other person of the Individual's choice.
- (4) The Individual shall be provided access to interpreter services and toll-free numbers that have adequate TTU/TTD and interpreter capability.
- (5) The Contractor shall:
 - Ensure that there is no retaliation against Individuals or providers, who on behalf of the Individual, file a Grievance or Fair Hearing, or request an expedited resolution.
 - Abide by all Grievance and Fair Hearing decisions.
 - The Contractor must notify the GCBH Grievance and Appeals Coordinator within (1) working day of receiving a Grievance.

c. **Handling of Grievances:**

- (1) The Contractor or its agent shall:
 - i. Acknowledge receipt of each Grievance, received either orally or in writing, within five (5) working days. If acknowledgement is made orally, it must be followed in writing within five (5) working days.
 - ii. Ensure that the individuals who make decisions on Grievances are individuals who were not involved in any previous level of review or decision-making and when the Grievance involves medical necessity the Contractor shall ensure that individuals involved with making decisions are Mental Health Professionals with the appropriate clinical expertise.

d. Resolution and Notification: The Contractor must resolve each Grievance and provide written notice as expeditiously as the Individual's mental health condition requires and not more than twenty (20) days from the receipt of the statement of Grievance by the Contractor.

- (1) If a resolution cannot be reached, to the Consumer's satisfaction within the 20 day timeframe, the Contractor must forward the Grievance to GCBH immediately.
- (2) GCBH shall provide written notice of resolution within 30 days from statement of Grievance.
- (3) The Contractor may extend the timeframe by up to 14 calendar days if:
 - i. The Consumer request the extension; or
 - ii. The Contractor shows (to the satisfaction of GCBH upon request) that there is a need for additional information and how the delay is in the Consumer's interest.
- (4) If the Contractor extends the timeframes, the Contractor must, for any extension, give the Individual written notice of the reason for the delay.
- (5) Failure to meet the timeframes above or provide a written notice of any extension constitutes a denial and an adverse action for which the Individual shall be sent a Notice of Action. The Contractor must notify GCBH in the event timeframes are not met. A Notice of Action must be provided by GCBH.
- (6) The written notice of resolution must include the decision on the Grievance, the reason for the decision, the date the decision was made and the right to request a Fair Hearing and the required timeframe to request the Hearing.
- (7) For notice of expedited resolution the Contractor shall:
 - i. Provide written notice of the disposition within three (3) working days.
 - ii. Make reasonable effort to provide oral notice of disposition prior to written notice.
 - iii. Failure to meet the timeframes above or provide a written notice of any extension constitute a denial and an adverse action for which the Individual shall be sent a Notice of Action. The Contractor must notify GCBH in the event timeframes are not met. A Notice of Action must be provided by GCBH.
 - iv. The written notice of resolution must include the results of the resolution process and the date it was completed.
 - v. For expedited Grievances not resolved wholly in favor of the Individual, the notice must include:
 - The right to request a Fair Hearing and how to do so.
 - The right to request to continue to receive previously authorized benefits while the hearing is pending and how to make the request.

- Notice that the Individual may be asked to pay for the cost of those benefits if the hearing decision upholds the original action.

e. Fair Hearings:

- (1) Individuals may request a Fair Hearing conducted by DSHS in accordance with Chapter 388-02 WAC and provisions of mental health services per 42 CFR 438.402(b)(2).
 - The parties to a Fair Hearing include the Contractor as well as the Individual and his or her representative or the legal representative of a deceased Individual's estate.
- (2) A Fair Hearing may be requested from the State of Washing Office of Administrative Hearings when:
 - An Individual believes there has been a violation of DSHS rule.
 - The Contractor or its agent does not provide a written response to a grievance within the required timeframes.
 - An Individual receives an adverse ruling by the Contractor or its agent to a grievance.
- (3) If the Individual elects to request a Fair Hearing, regarding a standard service, the request must be filed within ninety (90) calendar days of the date on GCBH's mailing of the Notice of the resolution of the Appeal.
- (4) If the Individual elects to request a Fair Hearing, regarding termination, suspension or reduction of a previously authorized service and if the Individual requests continuation of services, the request must be filed within ten (10) calendar days of the date on GCBH's mailing of the Notice of the resolution of the Appeal.
- (5) GCBH will notify the Contractor of Fair Hearing determinations. The Contractor will be bound by the Fair Hearing determination, whether or not the Fair Hearing determination upholds the Contractor's decision.

f. Record-keeping and Reporting Requirements

- (1) The Contractor must maintain records of Grievances and Fair Hearings for six (6) years.
- (2) The Contractor must maintain records of Grievances and Fair Hearings separate from medical records. The Contractor must notify the GCBH Grievance and Appeals Coordinator at the time a grievance is filed. Notification must include the Individuals name and contact information.
- (3) The Contractor must submit a report in a format provided by GCBH that includes:
 - i. The number and nature of Grievances and Fair Hearings.
 - ii. The timeframes within which they were disposed of or resolved.
 - iii. The nature of the decisions.
 - vi. A summary and analysis of the implications of the data, including what measures shall be taken to address undesirable patterns.
 - v. The Contractor shall submit to DSHS a total of three (3) reports covering the following periods:
 - July 1, 2015 – September 30, 2015 (due October 20, 2015)
 - October 1, 2015 – December 31, 2015 (due January 20, 2016)
 - January 1, 2016 – March 31, 2016 (due April 01, 2016)

17. SERVICES

- a. Co-Occurring Disorder Screening and Assessment: The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C. Failure to maintain the Screening and Assessment process will result in remedial actions up to and including financial penalties as described in the Remedial Actions Section of this Agreement.
- (1) Contractor must attempt to screen all individuals aged 13 and above through the use of the DBHR provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS) during:
 - All new intakes.
 - The provision of each crisis episode of care including ITA investigations services, except when:
 - The service results in a referral for an intake assessment.
 - The service results in an involuntary detention under RCW 71.05, 71.34 or RCW 70.96B.
 - The contact is by telephone only.
 - The professional conducting the crisis intervention or ITA investigation has information that the individual completed a GAIN-SS screening within the previous 12 months.
 - (2) The GAIN-SS screening must be completed as self report by the individual and signed by that individual on the DBHR-GAIN-SS form. If the individual refuses to complete the GAIN-SS screening or if the clinician determines the individual is unable to complete the screening for any reason this must be documented on the DBHR-GAIN-SS form.
 - (3) The results of the GAIN-SS screening, including refusals and any where the Consum. was unable to complete, must be reported to GCBH through the CIS system.
 - (4) The Contractor must complete a co-occurring mental health and chemical dependency disorder assessment, consistent with training provided by DBHR and outlined in SAMHSA Treatment Protocol 42, to determine a quadrant placement for the individual when the individual scores a 2 or higher on either of the first two scales (ID Screen & ED Screen) and a 2 or higher on the third (SD Screen).
 - (5) The assessment is required during the next outpatient treatment planning review following the screening and as part of the initial evaluation at free-standing, non-hospital, evaluation and treatment facilities. The assessment is not required during crisis interventions or ITA investigations.

The quadrant placements are defined as:

- Less severe mental health disorder/less severe substance disorder.
- More severe mental health disorder/less severe substance disorder.
- Less severe mental health disorder/more severe substance disorder.
- More severe mental health disorder/more severe substance disorder.

The quadrant placement must be reported to GCBH through the CIS system.

- b. Core Services: The Contractor shall provide the following services as described in Crisis Mental Health, Inpatient, Ancillary Costs and Residential Programs Sections and prioritize such services above any other services unless otherwise specified in this Agreement.

- (1) **Crisis Mental Health Services:** The Contractor must provide 24-hour, 7 day a week crisis mental health services to individuals who are within the Contractor's Service Area and report they are experiencing a mental health crisis. There must be sufficient staff available, including Designated Mental Health Professionals, to respond to requests for crisis services. Crisis services must be provided regardless of the individual's ability to pay. Crisis mental health services must include each of the following:
- i. **Crisis Services:** Evaluation and treatment of mental health crisis to all individuals experiencing a crisis. A mental health crisis is defined as a turning point in the course of anything decisive or critical, a time, a stage, or an event or a time of great danger or trouble, the outcome of which decides whether possible bad consequences will follow. Crisis services must be available on a 24-hour basis. Crisis Services are intended to stabilize the person in crisis, prevent further deterioration and provide immediate treatment and intervention in a location best suited to meet the needs of the individual and in the least restrictive environment available. Crisis services may be provided prior to completion of an intake evaluation. Services must be provided by or under the supervision of a Mental Health Professional.
 - ii. **Stabilization Services:** Services provided to individuals who are experiencing a mental health crisis. These services are to be provided in the person's own home, or another home-like setting, or a setting which provides safety for the individual and the Mental Health Professional. Stabilization services shall include short-term (less than two weeks per episode) face-to-face assistance with life skills training and with the understanding of medication effects and side effects. This service includes: a) follow up to crisis services; and b) other individuals determined by a Mental Health Professional to need additional stabilization services. Stabilization services may be provided prior to an intake evaluation for mental health services. This service may include cost for room and board.
 - iii. **Involuntary Treatment Act Services:** Includes all services and administrative functions required for the evaluation for involuntary detention or involuntary treatment of individuals in accordance with RCW 71.05 RCW 71.24.300 and RCW 71.34. This includes all clinical services, costs related to court processes and transportation. Crisis Services become Involuntary Treatment Act Services when a Designated Mental Health Professional (DMHP) determines an individual must be evaluated for involuntary treatment. The decision making authority of the DMHP must be independent of the RSN administration. ITA services continue until the end of the involuntary commitment.
 - iv. **Freestanding Evaluation and Treatment Services:** Services provided in freestanding inpatient residential (non-hospital/non-IMD) facilities licensed by the Washington State Department of Health and certified by DSHS to provide medically necessary evaluation and treatment to the individual who would otherwise meet hospital admission criteria. These are not-for-profit organizations. At a minimum, services include evaluation, stabilization and treatment provided by or under the direction of licensed psychiatrists, nurses and other Mental Health Professionals, and discharge planning involving the individual, family, significant others so as to ensure continuity of mental health care. Nursing care includes but is not limited to performing routine blood draws, monitoring vital signs, providing

injections, administering medications, observing behaviors and presentation of symptoms of mental illness. Treatment modalities may include individual and family therapy, milieu therapy, psycho-educational groups and pharmacology. The individual is discharged as soon as a less-restrictive plan for treatment can be safely implemented. This service is provided for individuals who pose an actual or imminent danger to self, others, or property due to a mental illness, or who have experienced a marked decline in their ability to care for self, due to the onset or exacerbation of a psychiatric disorder. The severity of symptoms, intensity of treatment needs or lack of necessary supports for the individual does not allow him/her to be managed at a lesser level of care. This service does not include cost for room and board. GCBH must authorize exceptions for involuntary length of stay beyond a fourteen (14) calendar day commitment.

- (2) Crisis mental health services may be provided without an intake evaluation or screening process. The Contractor must provide:
- i. Emergent Care within two (2)-hours of the request received from any source for crisis mental health services.
 - ii. Urgent care within 24-hours of the request received from any source for crisis mental health services.
 - iii. The Contractor must provide access to all components of the Involuntary Treatment Act to persons who have mental disorders in accordance with state law (RCW 71.05 and RCW 71.34) and without regard to ability to pay.
 - iv. The Contractor must incorporate the statewide protocols for Designated Mental Health Professionals (DMHP) or its successor into the practice of Designated Mental Health Professionals. The protocols can be accessed on the DBHR intranet and copies will be provided upon request.
 - v. The Contractor must have policies and procedures for crisis and ITA services that implement the following requirements:
 - (A) No DMHP or crisis intervention worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's involuntary treatment act, unless a second trained individual accompanies them.
 - (B) The clinical team supervisor, on-call supervisor, or the individual professional acting alone based on a risk assessment for potential violence, shall determine the need for a second individual to accompany them.
 - (C) The second individual may be a law enforcement officer, a Mental Health Professional, a mental health paraprofessional who has received training required in RCW 49.19.030, or other first responder, such as fire or ambulance personnel.
 - (D) No retaliation may be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.
 - (E) The Contractor must have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis outreach staff who respond to private homes or other private locations.

- (F) Every Mental Health Professional dispatched on a crisis visit, shall have prompt access to information about any history of dangerousness or potential dangerousness on the client they are being sent to evaluate that is documented in crisis plans or commitment records and is available without unduly delaying a crisis response.
 - (G) Every Mental Health Professional who engages in home visits to Consumers or potential Consumers for the provision of crisis services shall be provided by the Contractor with a wireless telephone or comparable device for the purpose of emergency communication.
- (3) **Psychiatric Inpatient Services: Community Hospitals and Evaluation and Treatment Facilities:** The Contractor shall provide or purchase psychiatric inpatient services for the following:
- i. Individuals who agree to be admitted voluntarily and who are beneficiaries of the Psychiatric Indigent Inpatient (PII) and Disability Lifeline when it is determined to be medically necessary.
 - ii. Individuals who are involuntarily detained in accordance with RCW 71.05 or RCW 71.34, and who are either eligible under MCS, or who are not eligible for any other medical assistance program that would cover this hospitalization.
 - iii. Individuals at least 22 years of age and under 65 years of age who are Medicaid-Enrollees and are admitted to a residential facility that is classified as an Institution for Mental Diseases (IMD) defined in 42 CFR 435.1010.
- (4) **Community Hospital Certification Process:** The Contractor shall adhere to the requirements set forth in the Community Psychiatric Inpatient Process as provided by DBHR.
- The Contractor shall have staff available twenty four (24) hours per day to respond to requests for inpatient certification. Certification decisions for psychiatric inpatient care will be made within twelve (12) hours of the initial call. A Notice of Determination will be provided if certification is denied for the admission.
- (5) **Psychiatric Inpatient Services: State Hospitals:**
- i. Ensure Consumers are medically cleared, if possible, prior to admission to a State Psychiatric Hospital.
 - ii. Respond to State Hospital census alerts by using best efforts to divert admissions and expedite discharges by utilizing alternative community resources and mental health services.
 - iii. The Contractor or its designee shall monitor Individuals discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320.
 - iv. The Contractor or its designee shall offer mental health services to assist with compliance with LRA requirements for individuals who meet medical necessity.
 - v. The Contractor or its designee shall respond to requests for participation, implementation, and monitoring of individuals receiving services on Conditional Releases (CR) consistent with RCW 71.05.340. The Contractor

- or designee shall provide mental health services to assist with compliance with CR requirements.
- vi. The Contractor or designee shall ensure provision of covered mental health services to Individuals on a Conditional Release under RCW 10.77.150.
 - vii. For conditional releases under RCW 10.77, if the individual is placed on a transitional status in the RSN which holds the State psychiatric hospital, it is expected that the individual will transfer back to the RSN for the individual's county of residence once transitional care is complete. The Inter-RSN Transfer process described in the State Hospital Working Agreement will be used when an individual is on Conditional Release or discharged to an area other than the RSN responsible for the individual's county of residence.
- (6) Children's Long-Term Inpatient Programs (CLIP): The Contractor shall comply with GCBH Children's Long-Term Inpatient Program (CLIP) policies/procedures, as amended, replaced and/or revised. GCBH policies are available on the GCBH website: www.gcbh.org.
- (7) Inpatient Coordination of Care:
- i. The Contractor shall ensure that contact with the inpatient staff occurs within three (3) working days of an authorized voluntary or involuntary admission. The Contractor or its designee must participate throughout the admission in treatment and discharge planning with the hospital staff.
 - ii. The Contractor or its designee shall provide to the inpatient unit any available information regarding the individual's treatment history at the time of admission. The Contractor or its designee must provide all available information related to payment resources and coverage.
 - iii. The Contractor or designee must participate in treatment and discharge planning with the inpatient treatment team.
 - iv. The Contractor or designee must participate throughout the inpatient admission to assist with appropriate and timely discharge for all individuals regardless of diagnosis.
 - v. The Contractor must offer, at minimum, one follow-up service within seven (7) days from discharge to an individual who has been authorized for an inpatient admission or involuntarily committed.
- (8) Ancillary Costs: With the funds provided under this Agreement the Contractor is also expected to prioritize payments for expenditures associated with providing medically necessary crisis services and residential services for Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver. Costs include, but are not limited to, room and board in hospital diversion settings or in Freestanding Evaluation and Treatment facilities and Administrative Costs related to the Involuntary Treatment Act.
- (9) Residential Programs: Residential settings and programs shall be available and provided based on the individual's needs, medical necessity and within Available Resources per the Contractor's policies and procedures. The Contractor must maintain a detailed plan to meet individual needs for residential programs. This plan may include memorandums of understanding or contracts to purchase or provide a residential program outside of the Contractor's Service Area when an individual requires a level of residential support which is not available within the Contractor's Service Area.

Residential programs and settings may include the following:

- i. Long-term intensive adaptive and rehabilitative psychiatric care such as is provided in Adult Residential Rehabilitation Centers.
 - ii. Supervised living such as residential programs developed to serve individuals diagnosed with a major mental illness in nursing homes, boarding homes or adult family homes.
 - iii. Supported housing services such as intensive services provided to maintain individuals in unlicensed individual or group home settings including transitional or permanent housing.
- c. Services in Support of Core Services: When the Contractor has Available Resources the Contractor shall provide services necessary to the facilitation of providing or preventing Core Services to members of priority populations (RCW 71.24). Services must be provided in accordance with GCBH approved Level of Care Guidelines.
- (1) Within available resources and pursuant to Contractor's policies and procedures, the Contractor may use the funds provided under this Agreement to do any of the following:
 - i. Provide or purchase any other clinically appropriate outpatient or residential services to a non-Medicaid individual:
 - ii. Provide or purchase clinically appropriate outpatient services to Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver.
 - iii. Provide assistance with transportation.
 - iv. Provide assistance with application for entitlement programs.
 - v. Provide assistance with meeting the requirements of the Medically Needy spend down program.

18. SUBCONTRACTS

- a. All Subcontracts and amendments must be in writing and made available, upon request, to GCBH. All Subcontracts must be in writing and specify all duties, responsibilities and reports delegated under this Agreement and require adherence with all federal and state laws that are applicable to the Subcontractor.
 - Subcontractors are permitted under RCW 71.24.061 to subcontract with individual licensed mental health professionals when necessary to meet the needs of Individuals.
- b. The Contractor shall provide information regarding grievance and fair hearing procedures and timeframes as set forth in the Grievance Section of this contract at the time the Subcontractor enters into a contract. A condition of the sub-contract will be that all CMHAs and other Subcontractors will abide by all Grievance and Fair Hearing decisions.
- c. Delegation - A Subcontract does not terminate the legal responsibility of the Contractor to perform the terms of this Agreement. The Contractor shall monitor functions and responsibilities performed by or delegated to a Subcontractor on an ongoing basis.
 - (1) Prior to any new delegation of any responsibility or authority described in this Agreement through a Subcontract or other legal Agreement, the Contractor shall use a delegation plan.

- (2) The Contractor shall maintain and make available to GCBH, DBHR and its EQRO all delegation plans, for currently in place Subcontractors. The delegation plan must include the following:
- i. An evaluation of the prospective Subcontractor's ability to perform delegated activities.
 - ii. A detailed description of the proposed subcontracting arrangements, including (1) name, address, and telephone number of the Subcontractor(s), (2) specific contracted services, (3) compensation arrangement, and (4) monitoring plan.
 - iii. The required Subcontract language that specifies the activities and responsibilities delegated and provides for revoking delegation or imposing other sanctions if the Subcontractor's performance is not adequate.
- d. Within 30 days of execution of a Subcontract to perform any function under this Agreement, the Contractor shall submit copies of the Subcontracts to GCBH.
- When substantially similar Agreements are executed with multiple Subcontractors an example Agreement may be provided with a list by Subcontractor of any terms that deviate from the example. A list of all Subcontractors for each Agreement and the period of performance must also be submitted.
- e. Subcontracts must require Subcontractors to hold all necessary licenses, certifications, and/or permits as required by law for the performance of the activity to be performed under this Agreement. Furthermore, the Contractor shall use only CMHAs that are licensed and/or certified by DSHS.
- f. Subcontracts must require adherence to the Americans with Disabilities Act.
- g. Subcontracts for the provision of mental health services must require compliance and implementation of the Mental Health Advance Directive statutes.
- h. Subcontracts must require Subcontractors to cooperate with Quality Review Activities and provide access to their facilities, personnel and records.
- i. Subcontracts for the provision of mental health services must require Subcontractors to provide Individuals access to translated information and interpreter services as described in the Information Requirements section of this Agreement.
- j. Subcontracts must require Subcontractors to notify the Contractor in the event of a change in status of any required license or certification.
- k. Subcontracts must require Subcontractors to participate in training when requested by GCBH and/or DSHS. Requests for GCBH and/or DSHS to allow an exception to participation in required training must be in writing and include a plan for how the required information shall be provided to targeted Subcontractor staff.
- Annually, all community mental health employees who work directly with clients shall be provided with training on safety and violence prevention topics described in RCW 49.19.030.

- l. Subcontracts must require compliance with State and federal non-discrimination policies, Health Insurance Portability and Accountability Act (HIPAA), and DBHR-CIS Data Dictionary.
- m. Subcontracts must define a clear process to be used to revoke delegation, impose corrective action, or take other remedial actions if the Subcontractor fails to comply with the terms of the Subcontract.
- n. Subcontracts must require that the Subcontractor correct any areas of deficiencies in the Subcontractor's performance that are identified by the Contractor, GCBH or DBHR as part of a Subcontractor review.
- o. Subcontracts for the provision of mental health services must require best efforts to provide written or oral notification no later than 15 working days after termination of a MHCP to Enrollees currently open for services who had received a service from the affected MHCP in the previous 60 days. Notification must be verifiable in the client medical record at the CMHA.
- p. Subcontracts must require that the Subcontracted CMHAs comply with the Contractor's policy and procedures and timeframes as described in the Services section of this Agreement.
- q. Subcontracts for the provision of mental health services must require that the Subcontractor implement a Grievance process that complies with WAC 388-865 or any successors as described in the Grievance Section of this Agreement.
- r. Subcontracts must require the pursuit and reporting of all Third Party Revenue related to services provided under this Agreement.
- s. Subcontracts for the provision of mental health services must require the use of the GAIN-SS and require staff that will be using the tool to attend trainings on the use of the screening and assessment process that includes use of the tool and quadrant placement. In addition, the Subcontract must contain terms requiring corrective action if the Integrated Co-Occurring Disorder Screening and Assessment process is not implemented and maintained throughout the Contract period of performance.
- t. Subcontracts for the provision of mental health services must require Subcontractors to resubmit data when rejected by GCBH and/or DBHR due to errors. The Subcontract must require the data to be re-submitted within 30 days of when the error report was produced.
- u. Subcontracts must contain the same requirements for crisis services as in this Agreement.
- v. Subcontracts for the provision of mental health services must require that the Subcontractor shall respond in a full and timely manner to law enforcement inquiries regarding an Individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).

- w. Subcontracts must require notification to GCBH in the event of changes in capacity. A significant change in the provider network is defined as the termination or addition of a Subcontract with an entity that provides mental health services or the closing of a Subcontractor site that is providing services required under this Agreement. The Contractor must notify GCBH 30 days prior to terminating any of its Subcontracts with entities that provide direct service including mental health clubhouses or entering into new Subcontracts with entities that provide direct service including mental health clubhouses. This notification must occur prior to any public announcement of this change.
- (1) If either the Contractor or the Subcontractor terminates a Subcontract in less than 30 days or a site closure occurs in less than 30 days, the Contractor must notify GCBH as soon as possible and prior to a public announcement.
 - (2) The Contractor shall notify GCBH of any other changes in capacity that results in the Contractor being unable to meet any of the Access Standards as required in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, medically necessary services.
 - (3) If any event in this section occurs, the Contractor must submit a plan to GCBH for Enrollees and services that includes at least:
 - Notification to Ombuds services.
 - Crisis services plan.
 - Client notification plan.
 - Plan for provision of uninterrupted services.
 - Any information released to the media.
- x. Subcontracts must include the following Physician Incentive Plans language:
- The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208; and b) does not contract with any Subcontractor operating such a plan.
- y. Subcontracts must include the following Credentialing language:
- The Contractor shall have written policies that require monitoring of provider credentials. The Contractor shall only use CMHAs that are licensed and/or certified by the State. Mental Health Clubhouses may be directly contracted with the PIHP without being a licensed CMHA. Clubhouses must meet all credentialing requirements put in place by the State.
 - The Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults.

19. COORDINATION

- a. The Contractor must participate in all disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by GCBH and/or DBHR. The Contractor shall:
- (1) Attend DBHR-sponsored training regarding the role of the public mental health system

in disaster preparedness and response.

- (2) Participate in local emergency/disaster planning activities when county Emergency Operation Centers and local public health jurisdictions request collaboration.
 - (3) Provide disaster outreach in Contractor's Service Area in the event of a disaster/emergency; "Disaster Outreach" means contacting persons in their place of residence or in non-traditional settings for the purpose of assessing their mental health and social functioning following a disaster or increasing the utilization of human services and resources.
 - (4) There are two (2) basic approaches to outreach: mobile (going to person to person) and community settings (e.g. temporary shelters, disaster assistance sites, disaster information forums). The Outreach Process must include the following:
 - i. Locating persons in need of disaster relief services.
 - ii. Assessing their needs.
 - iii. Engaging or linking persons to an appropriate level of support or disaster relief services.
 - iv. Providing follow-up mental health services when clinically indicated.
 - (5) Disaster outreach can be performed by trained volunteers, peers and/or persons hired under a federal Crisis Counseling Grant. These persons should be trained in disaster crisis outreach which is different than traditional mental health crisis intervention.
 - (6) Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs.
 - (7) Provide the name and contact information to GCBH for person(s) coordinating the RSN disaster/emergency preparedness and response upon request.
 - (8) Provide information and preliminary disaster response plans to GCBH within seven (7) days following a disaster/emergency or upon request.
 - (9) Partner in disaster preparedness and response activities with DBHR and other DSHS entities, the State Emergency Management Division, FEMA, the American Red Cross and other volunteer organizations. This must include:
 - i. Participation when requested in local and regional disaster planning and preparedness activities.
 - ii. Coordination of disaster outreach activities following an event.
- b. For individuals enrolled with the Developmental Disabilities Administration (DDA), formerly hospitalized at WSH or ESH, currently living in the community, who are in the contracted service area the Contractor shall:
- (1) Participate in quarterly community comprehensive reviews. Each review must be conducted using the DSHS, DDA Comprehensive Review Tool. This tool is incorporated by reference and is available on the DBHR Intranet.
 - (2) Participate directly with Regional DDA representatives in coordinating and conducting these reviews, upon GCBH request. The GCBH representative and the Regional DDA Quality Assurance Manager will be "lead staff" for Regional Review Teams (RRTs).
 - (3) Develop a corrective action plan to address findings based on the results of a review.
- c. Law Enforcement - In accordance with 71.05.390(17), the Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).

- d. The Contractor shall comply with Exhibit B, RSN Transfer Protocol.
- e. The Contractor shall coordinate with DSHS, Home and Community Services (HCS) regional office to support the placement of persons discharged or diverted from state hospitals into HCS placements. The Contractor shall comply with any GCBH MOU and/or Agreement established with HCS. GCBH MOUs and Agreements can be found at www.gcbh.org.
 - (1) Whenever possible, prior to referring a person with a diagnosis of dementia for a 90 day commitment to a State Hospital:
 - i. Ensure that a request for Comprehensive Assessment Reporting Evaluation (CARE) is made as soon as possible after admission to a hospital psychiatric unit or Evaluation and Treatment facility in order to initiate placement activities for all persons who might be eligible for long-term care services. HCS has agreed to prioritize requests for CARE for individuals who have been detained to an Evaluation & Treatment facility or in another setting.
 - ii. Request and coordinate with HCS, a scheduled CARE for such persons. If the assessment indicates functional and financial eligibility for long-term care services, coordinate efforts with HCS to attempt a community placement prior to referral to the State Hospital.
 - (2) For individuals (both those being discharged and those being diverted) whose CARE indicates likely functional and financial eligibility for long-term care services:
 - i. The Contractor will coordinate with HCS placement activities with one entity designated as being responsible for those activities. This designation will be documented in writing and agreed upon by both the Contractor and HCS. Where such designation is not made the responsibility shall be the Contractor's.
 - ii. The responsible entity will establish and coordinate a placement or discharge planning team that includes Contractor staff, HCS assessors, and other community partners, as necessary, to develop a plan of action for finding a safe, sustainable placement.
 - iii. The Contractor will ensure coordination and communication will occur between those participants involved in placement activities as identified by the discharge planning team.
 - iv. If a placement has not been found for an individual referred for long-term care services within 30 calendar days, the designated entity will convene a meeting to review the plan and to make adjustments as necessary. Such review meetings will occur at least every 30 calendar days until a placement is affected.
 - (3) When individuals being discharged or diverted from State Hospitals are placed in a long-term care setting, the Contractor shall:
 - i. Coordinate with HCS and any residential provider to develop a crisis plan to support the placement. The model crisis plan format is available on the DSHS website.

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

20. SPECIAL PROJECTS

- a. The Contractor shall coordinate with local law enforcement and jail personnel. This shall include the development or maintenance of Memoranda of Understanding (MOU) with local county and city jails in the Contractors' Service Area.
 - (1) The MOU must identify the process and procedures to be implemented when the local jails contract the placement of offenders in other jurisdictions, such as tribal jails or those in other counties. The MOU 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 services to offenders placed in an out of jurisdiction contract facility.
 - (2) The Contractor shall identify and provide transition services to persons with mental illness to expedite and facilitate their return to the community.
 - (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.
- b. The Contractor shall develop and execute a memorandum of understanding agreement with local DSHS Community Services Offices (CSOs) 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) Pre-release services 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 RCW 71.24.
 - 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.
- c. The Contractor shall provide direct mental health services to Individuals who are in jails that have no mental health staff
- d. The Contractor shall 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) engagement with mental health services to stabilize client in the community.
- e. If the Contractor has provided the jail services outlined above, the Contractor may use the

Jail Coordination Services funds to facilitate any of the following activities if there are sufficient resources:

- (1) Daily cross-reference between new booking and the RSN database 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.
 - (3) Inter-local Agreements with juvenile detentions facilities.
 - (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.
 - (5) Training to local law enforcement and jail services personnel.
- f. **Compensation:** The Contractor shall be paid monthly using a GCBH Board approved funding mechanism. The Funding Schedule, as amended, revised and/or replaced, is available on the GCBH website: www.gcbh.org.

21. REMEDIAL ACTIONS

- a. GCBH may initiate remedial action if it is determined that any of the following situations exist:
- (1) A problem exists that negatively impacts Consumers receiving services.
 - (2) The Contractor has failed to perform any of the mental health services required in this Agreement.
 - (3) The Contractor has failed to develop, produce, and/or deliver to GCBH and/or DSHS any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement.
 - (4) The Contractor has failed to perform any administrative function required under this Agreement. For the purposes of this section, "administrative function" is defined as any obligation other than the actual provision of mental health services.
 - (5) The Contractor has failed to implement corrective action required by the State and/or GCBH and within DSHS and/or GCBH prescribed timeframes.
- b. GCBH may impose any of the following remedial actions:
- (1) Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor and must be submitted for approval to GCBH within 30 calendar days of notification. Corrective action plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. GCBH may extend or reduce the time allowed for corrective action depending upon the nature of the situation.
 - i. Corrective action plans must include:
 - (A) A brief description of the situation requiring corrective action.
 - (B) The specific actions to be taken to remedy the situation.
 - (C) A timetable for completion of the actions.
 - (D) Identification of individuals responsible for implementation of the plan.
 - ii. Corrective action plans are subject to approval by GCBH, which may:

- (A) Accept the plan as submitted.
 - (B) Accept the plan with specified modifications.
 - (C) Request a modified plan.
 - (D) Reject the plan.
- (2) Any corrective action plan that was in place as part of a previous SMHC Agreement shall be applied to this Agreement in those areas where the Contract requirements are substantially similar.
 - (3) Withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. GCBH, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
 - i. Increase withholdings identified above by up to an additional three percent (3%) for each successive month during which the remedial situation has not been resolved.
 - (4) Deny any incentive payment to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which GCBH provides incentives.
 - (5) Terminate for Default as described in the General Terms and Conditions.

22. GENERAL TERMS AND CONDITIONS

- a. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - (1) **Agreement** means this document, the General Terms and Conditions, and the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.
 - (2) **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/>.
 - (3) **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - (4) **Contractor** means the Contractor, its employees and agents.
 - (5) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - (6) **DSHS or the department or the Department** means the Department of Social and Health Services of the State of Washington and its Secretary.
 - (7) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - (8) **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw>.
 - (9) **Subcontract** means a separate contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the

Contractor shall perform pursuant to this Agreement.

- (10) **USC** means United States Code. All references to USC chapters or sections in this Agreement shall include any successor, amended, or replacement statute. The USC may be accessed at <http://www.gpoaccess.gov/uscode/>.
- (11) **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

- b. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
- c. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the GCBH Director or their designee and the written assumption of the Contractor's obligations by the third party.
- d. **Billing Limitations.** Unless otherwise specified in this Agreement, GCBH shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- e. **Compliance with Applicable Law.** At all times during the term of this Agreement the Contractor and GCBH shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
- f. **Confidentiality.** The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except as provided by law; or in the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

The parties shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the Confidential Information by:

- Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- Physically securing any computers, documents, or other media containing the Confidential Information.
- Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - Verifying after transmittal that the fax was received by the intended recipient.
- Following the requirements in Exhibit B.

- Sending paper documents containing Confidential Information via a Trusted System.
 - Upon request by GCBH, at the end of the Contract term or when no longer needed, Confidential Information shall be returned to GCBH or Contractor shall certify in writing that they employed a GCBH approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the GCBH HIPAA Compliance Officer.
 - Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g., protected health information) must be destroyed through shredding, pulping, or incineration.
 - Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the GCBH HIPAA Compliance Officer within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or GCBH.
- g. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
- h. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor shall immediately notify GCBH if, during the term of this Contract, Contractor becomes debarred. GCBH may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.
- i. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- j. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against GCBH involving this Agreement, venue shall be proper only in Benton County, Washington. In the event of a lawsuit by GCBH against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
- k. **HIPAA Compliance.** This section of the Agreement is the Business Associate Agreement as required by HIPAA.
- (1) Definitions:
- i. Breach means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under the HIPAA Privacy Rule which compromises the security of privacy of the PHI, with the exclusions and exceptions listed in 45 CFR 164.402.

- ii. **Business Associate** means the “Contractor” and generally has the same meaning as the term “Business Associate” in 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers or directors.
- iii. **Business Associate Agreement** means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the US Department of Health and Human Services, Office for Civil Rights.
- iv. **Covered Entity** means GCBH, a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.
- v. **Designated Record Set** means a group of records maintained by or for a Covered Entity, that is: the medical and billings records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about Individuals.
- vi. **Electronic Protected Health Information (EPHI)** means PHI that is transmitted by electronic media or maintained in any medium described in the definition of electronic media in 45 CFR 160.103.
- vii. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (ARRA), Sec. 13400-13424, H.R. 1 (2009) (HITECH Act).
- viii. **HIPAA Rules** means the Privacy, Security, Breach Notification and Enforcement Rules in 45 CFR Parts 160 and 164.
- ix. **Individual(s)** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- x. **Minimum Necessary** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- xi. **Protected Health Information or PHI** means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present or future physical or mental health or condition of an Individual; or the past, present or future payment for provision of health care to an Individual, see 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual, see 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI, see 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- xii. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

- xiii. Subcontractor, as used in this section, means a Business Associate that creates, receives, maintains or transmits PHI on behalf of another Business Associate.
 - xiv. Use means the sharing, employment, application, utilization, examination or analysis of PHI within an entity that maintains such information.
- (2) Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, HIPAA Rules and all attendant regulation as promulgated by the US Department of Health and Human Services, Office of Civil Rights.
- (3) Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- i. Duty to Protect PHI. Business Associate shall protect PHI from and shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized use or disclosure of PHI other than as provided in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - ii. Minimum Necessary Standard. Business Associate shall apply this standard to any use or disclosure of PHI necessary to achieve the purposes of this Contract, see 45 CFR 164.514(d)(2) through (d)(5).
 - iii. Disclosure of Part of the Provision of Services. Business Associate shall only use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - iv. Use for Proper Management and Administration. Business Associate may use PHI for the proper management and administration of the Business Associate to carry out the legal responsibilities of the Business Associate.
 - v. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the Proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - vi. Impermissible Use or Disclosure of PHI. Business Associate shall report to GCBH in writing all uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized use or disclosure of PHI, including breaches of unsecured PHI as required in 45 CFR 164.410 (Notification by a Business Associate), as well as any security incident of which it becomes aware. Upon request by GCBH,

Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible use or disclosure.

- vii. Failure to Cure. If GCBH learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by GCBH do not end the violation, GCBH shall terminate this Contract, if feasible. In addition, if the Business Associate learns of a pattern or practice of its subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the subcontract, if feasible.
- viii. Termination for Cause. Business Associate authorizes immediate termination of this Contract by GCBH, if GCBH determines that Business Associate has violated a material term of this Business Associate Agreement. GCBH may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- ix. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of GCBH for use in determining compliance with HIPAA privacy requirements.
- x. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from GCBH or created, maintained or received by Business Associate, or any subcontractors, on behalf of GCBH, Business Associate shall:
 - (A) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (B) Return to GCBH or destroy the remaining PHI that the Business Associate or any subcontractors shall maintain in any form;
 - (C) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR 165 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any subcontractors retain the PHI;
 - (D) Not use or disclose the PHI retained by Business Associate or any subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (E) Return to GCBH or destroy the PHI retained by Business Associate, or any subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- (4) Survival. The obligations of this Business Associate under this section shall survive the termination or expiration of this Contract.
- (5) Individual Rights.
- i. Accounting of Disclosures.
 - (A) Business Associate shall document all disclosure, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - (B) Within ten (10) business days of a request from GCBH, Business Associate shall make available to GCBH the information in Business Associate's possession that is necessary for GCBH to respond in a timely manner to a request for an accounting of disclosure of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528 (b)(1).
 - (C) At the request of GCBH or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosure of PHI.
 - (D) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.
- (6) Access.
- i. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by GCBH or the Individual as necessary to satisfy GCBH's obligations under 45 CFR 164.524 (Access of Individuals to Protected health Information).
 - ii. When the request is made by the Individual to the Business Associate or if GCBH asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by GCBH, the Business Associate shall provide the records to GCBH within (10) business days.
- (7) Amendment.
- i. If GCBH amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and GCBH has previously provided the PHI or record that is the subject of the amendment to Business Associate, then GCBH will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
 - ii. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by GCBH or as necessary to satisfy GCBH's obligations under 45 CFR 164.526 (Amendment of Protected health Information).
- (8) Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i) and 164.308(b)(2), Business Associate shall ensure that any agents, subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions,

- requirements, and conditions as the HIPAA compliance provision in this Contract with respect to such PHI. The same provision must also be included in any contracts by a Business Associate's subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- (9) **Obligations.** To the extent the Business Associate is to carry out one or more of GCBH's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to GCBH in the performance of such obligation(s).
- (10) **Liability.** Within ten (10) days, Business Associate must notify GCBH of any complaint, enforcement or compliance action initiated by the Office for civil Rights based on an allegation of violation of the HIPAA Rules and must inform GCBH of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its subcontractors or agents for which it is found liable.
- (11) **Breach Notification.**
- i. In the event of a breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from GCBH or involving GCBH clients, Business Associate will take all measures required by state or federal law.
 - ii. Business Associate will notify GCBH within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the PHI as defined in 45 CFR 164.402 (Definitions).
 - iii. Business Associate will notify the GCBH HIPAA Compliance Officer within one (1) business day by telephone or email of any potential breach of security or privacy of PHI by the Business Associate or its subcontractors or agents. Business Associate will follow telephone or email notification with a faxed or other written explanation of the breach, to include the following: date and time of breach, date breach was discovered, location and nature of the PHI, type of breach, origination and destination of PHI, Business Associate unit and personnel associated with the breach, detailed description of the breach, anticipated mitigation steps, and the name, address, telephone number, fax, number and email of the individual who is responsible as the primary point of contact. Business Associate will address communications to the GCBH HIPAA Compliance Officer. Business Associate will coordinate and cooperate with GCBH to provide a copy of its investigation and other information requested by GCBH, including advance copies of any notifications required for GCBH review before disseminating and verification of the dates notifications were sent.
 - iv. If GCBH determines that Business Associate or its subcontractors or agents are responsible for a breach of unsecured PHI:
 - (A) Requiring notification of Individuals under 45 CFR 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

- (B) Requiring notification of the media under 45 CFR 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
- (C) Requiring notification of the US Department of Health and Human Services Secretary under 45 CFR 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
- (D) GCBH will take appropriate remedial measures, up to termination of this Contract.

- (12) **Miscellaneous Provisions. Regulatory Reference.** A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended
- (13) **Interpretation.** Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

- i. **Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GCBH or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold harmless GCBH from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- m. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose.
- n. **Insurance.** GCBH certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.
- o. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the

records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- p. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- (1) Applicable Federal and State of Washington statutes and regulations.
 - (2) The General Terms & Conditions of this Agreement.
 - (3) The Special Terms & Conditions of this Agreement.
 - (1) Any Exhibits attached or incorporated into this Agreement by reference.
- q. **Ownership of Material.** Material created by the Contractor and paid for by GCBH as a part of this Agreement shall be owned by GCBH and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by GCBH is owned by the Contractor and is not "work made for hire"; however, GCBH shall have a perpetual license to use this material for GCBH internal purposes at no charge to GCBH, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- r. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. GCBH and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. GCBH and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either GCBH or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- s. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.
- t. **Subcontracting.** The Contractor may subcontract services to be provided under this Agreement. If GCBH, the Contractor, and a subcontractor of the Contractor are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement, then GCBH shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should a subcontractor to the Contractor pursuant to this Agreement be unable to satisfy its joint and several liability, GCBH and the Contractor shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than GCBH and the Contractor. This provision shall not apply in the event of a settlement by either GCBH or the Contractor.

u. **Sub-recipients.**

- (1) **General.** If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
 - i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.
 - ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant Agreements that could have a material effect on each of its federal programs.
 - iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
 - iv. Incorporate 2 CFR Part 200, Subpart F audit requirements into all Agreements between the Contractor and its Subcontractors who are subrecipients.
 - v. Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200 and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.
 - vi. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations through 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Parts 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned federal laws and regulations.)
- (2) **Single Audit Act Compliance.** If the Contractor is a sub-recipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - i. Submit to the GCBH Chief Financial Officer or their designee, the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 - ii. Follow-up and develop corrective action for all audit findings, in accordance with 2 CFR Part 200, Subpart F, and prepare a "Summary Schedule of Prior Audit Finding", reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

v. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

w. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to the following Sections: Confidentiality, Disputes,

Inspection, Maintenance of Records, Ownership of Material, Responsibility, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

- x. **Termination Due to Change in Funding.** If the funds upon which GCBH relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- y. **Termination Due to Change in GCBH/DSHS Agreement.** In the event that changes to the terms of the 1915(b) (Medicaid) Mental Health Services Waiver program render this Agreement invalid in any way after the effective date of this Agreement and prior to its normal completion, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor, subject to re-negotiation (if applicable) under those new special terms and conditions.
- z. **Termination for Convenience.** GCBH may terminate this Agreement in whole or in part for convenience by providing the Contractor at least thirty (30) calendar days' written notice addressed to the Contractor at the address shown on the cover page of this Agreement. The Contractor may terminate this Agreement for convenience by providing GCBH at least thirty (30) calendar days' written notice addressed to: GCBH, Attn: GCBH Contracts Coordinator, 101 N Edison St, Kennewick, WA 99336.
- aa. **Termination for Default.**
 - (1) The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if GCBH has a reasonable basis to believe that the Contractor has:
 - i. Failed to meet or maintain any requirement for contracting with GCBH.
 - ii. Failed to perform under any provision of this Agreement.
 - iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - iv. Otherwise breached any provision or condition of this Agreement.
 - (2) Before GCBH may terminate this Agreement for default, GCBH shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the 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 GCBH has a reasonable basis to believe that a client's health or safety is in jeopardy.
 - (3) The Contractor may terminate this Agreement for default, in whole or in part, by written notice to GCBH, if the Contractor has a reasonable basis to believe that GCBH has:
 - i. Failed to meet or maintain any requirement for contracting with the Contractor.
 - ii. Failed to perform under any provision of this Agreement.
 - iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

- iv. Otherwise breached any provision or condition of this Agreement.
- (4) Before the Contractor may terminate this Agreement for default, the Contractor shall provide GCBH with written notice of GCBHs noncompliance with the Agreement and provide GCBH a reasonable opportunity to correct GCBHs noncompliance. If GCBH does not correct GCBHs noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

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

- (1) The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- (2) The Contractor shall promptly deliver to GCBH, all GCBH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return GCBH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of Recovery, including transportation. The Contractor shall take reasonable steps protect and preserve any property of GCBH that is in the possession of the Contractor pending return to GCBH.
- (3) GCBH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. GCBH may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by GCBH.
- (4) If GCBH terminates this Agreement for default, GCBH may withhold a sum from the final payment to the Contractor that GCBH determines is necessary to protect GCBH against loss or additional liability. GCBH shall be entitled to all remedies available at law, in equity, or under this Agreement due to Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in section 23.n. entitled "Lawsuits".

cc. **Treatment of Client Property.** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting client access to, or possession or use of, lawful or unlawful weapons and drugs).

dd. **Title to Property.** Title to all property purchased or furnished by GCBH for use by the

Contractor during the term of this Agreement shall remain with GCBH. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by GCBH under this Agreement shall pass to and vest in GCBH. The Contractor shall take reasonable steps to protect and maintain all GCBH property in its possession against loss or damage and shall return GCBH property to GCBH upon Agreement termination or expiration, reasonable wear and tear excepted.

- ee. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in section 23.b. Only the GCBH Director or designee has the authority to waive any term or condition of this Agreement on behalf of GCBH.

23. SPECIAL TERMS AND CONDITIONS

- a. **Commercial General Liability Insurance (CGL).** If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. GCBH and its elected and appointed officials, agents, and employees shall be named as additional insureds. The Contractor shall provide up to date copies of the policy to GCBH upon execution of this Agreement. The Contractor shall notify GCBH within one (1) working day of any changes in coverage.
- b. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:
 - (1) All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.
 - (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.
 - (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.
 - (4) Any applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.
 - (5) Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
 - (6) Those specified in Title 18 RCW for professional licensing.
 - (7) Reporting of abuse as required by RCW 26.44.030.
 - (8) Industrial insurance coverage as required by Title 51 RCW.

- (9) Any other requirements associated with the receipt of federal funds.
- (10) Any provision of this Agreement which conflicts with State and federal statutes, or regulations, or Centers for Medicare and Medicaid Services (CMS) policy guidance is hereby amended to conform to the provisions of State and federal law and regulations.
- (11) Law enforcement or court inquiries regarding firearm permits. The Contractor shall respond in a full and timely manner to law enforcement or court requests for information necessary to determine the eligibility of a person to possess a pistol or be issued a concealed pistol license under RCW 9.41.070 or to purchase a pistol under RCW 9.41.090.

c. Confidentiality of Personal Information

- (1) The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A. The Contractor shall have a process in place to ensure that all components of its provider network and system understand and comply with confidentiality requirements for publicly funded mental health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Such purposes include, but are not limited to:
 - i. Establishing eligibility.
 - ii. Determining the amount of medical assistance.
 - iii. Providing services for recipients.
 - iv. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan.
 - v. Assuring compliance with Federal and State laws and regulations, and with terms and requirements of the Agreement.
 - vi. Improving quality.
- (2) The Contractor shall (and require its subcontractors and providers to do so) establish and implement procedures consistent with all confidentiality requirements of the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) for medical records and any other health and enrollment information that identifies a particular Individual.
- (3) In the event a Consumer's picture or personal story will be used, the Contractor shall first obtain written consent from the Consumer.
- (4) The Contractor shall prevent inappropriate access to confidential data and/or data systems used to hold confidential client information by taking, at a minimum, the following actions:
 - Verify the identity or authenticate all of the system's human users before allowing them access to any confidential data or data system capabilities.
 - Authorize all user access to client applications.
 - Keep any sensitive data or communications private from unauthorized individuals and programs.
 - Notify the GCBH Information Systems Manager within one (1) business day whenever an authorized user with access rights leaves employment or has a change of duties such that the user no longer requires access. If the removal of

- access is emergent, include that information with the notification.
 - In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from any GCBH data system, the Contractor shall comply with all requirements of the HIPAA Security and Privacy for Breach Notifications and as otherwise required by state or federal law.
 - GCBH reserves the right at any time to conduct audits of system access and use, and to investigate possible violations of this Agreement and/or violations of federal and state laws and regulations governing access to protected health information contained in GCBH data systems.
 - The Contractor understands that GCBH reserves the right to withdraw access to any of its confidential data systems at any time for any reason.
- d. **Declaration That Individuals Served Under Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although GCBH and the Contractor mutually recognize that services under this Agreement will be provided by the Contractor to individuals receiving services under RCW chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either GCBH or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.
- e. **Duplicative Reports and Deliverables.** If this Agreement requires a report or other Deliverable that contains information that is duplicative or overlaps a requirement of another Agreement between the parties the Contractor may provide one (1) report or Deliverable that contains the information required by both Agreements.
- f. **Failure to Expend Funds.** In the event that the Contractor fails to expend funds under this Agreement in accordance with state laws and/or the provisions of this Agreement, GCBH reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance, compliant DBHR requirements. This is in addition to any other remedies available at law or in equity.
 - (1) Such right of recapture shall exist for a period not to exceed 24 months following contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 60 days of demand. In the event that the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorneys' fees.
- g. **Information Requests.** The Contractor shall maintain information necessary to promptly respond to written requests by GCBH. The Contractor shall submit information detailing the amount spent throughout its Service Area on specific items upon request by GCBH.
- h. **Lawsuits.** Nothing in this Agreement shall be construed to mean that the Contractor, 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.

- i. **Records Retention.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six 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. The Contractor shall maintain records sufficient to:
- Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456.
 - Document performance of all acts required by law, regulation, or this Agreement.
 - Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
 - Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to GCBH and all expenditures made by the Contractor to perform as required by this Agreement.



Attachment 9: Draft Policy 7.01 Implementation Plan



Policy 7.01 Implementation Plan

Biennium Timeframe: July 1, ____ to June 30, ____

Plan Due Dates: April 2 (Regional Plan submitted to Assistant Secretary) and April 30 (Assistant Secretary Plan submitted to IPSS) annually.

Implementation Plan				Progress Report
(1) Goals/Objectives	(2) Activities	(3) Expected Outcome	(4) Lead Staff and Target Date	(5) Status Update for the Fiscal Year Starting Last July 1
<p>Maximize the efficiency of communication between GCBH, including its provider network, and the Yakama Nation</p>	<ul style="list-style-type: none"> • GCBH and its provider network will comply with the Yakama Nation's Communication Protocols when corresponding with the Yakama Nation. • GCBH, including GCBH providers, will meet regularly with Yakama Nation Administrators including representatives from the Office of Indian Policy to develop a 7.01 plan. • The Yakama Nation has a voting seat on the GCBH Board of Directors and can bring issues/concerns to their attention at any time. Meetings are held the 	<ul style="list-style-type: none"> • Improved relationship between GCBH, including its network providers, and the Yakama Nation. • Provide a forum where issues/concerns are identified and addressed. • Improve the Yakama Nation's understanding of how GCBH and its provider network are structured and how they operate. • Improve GCBH's understanding of how the Yakama 	<p>GCBH Contracts Coordinator</p> <p>CWCMH Staff Jack Maris, VP</p> <p>Yakama Nation provider staff</p> <p>Office of Indian Policy Representative</p> <p>Target Date: Immediately and ongoing</p>	

	<p>first Thursday of every month from 9-11.</p> <ul style="list-style-type: none"> • The Yakama Nation has a voting seat on the GCBH Regional Advisory Board which meets the fourth Tuesday of every month from 10-12. • GCBH and its provider network will participate/attend Yakama Nation Council meetings, when requested. • GCBH will notify the Yakama Nation of all Committees so that the Yakama Nation and/or its provider staff can determine if they would like a seat on the Committees. 	<p>Nation and its provider network are structured and how they operate.</p>		
<p>Ensure efforts are made to recruit/hire Native American staff reflective of the service population</p>	<ul style="list-style-type: none"> • GCBH will distribute recruitment bulletins and job announcements to the Yakama Nation, when they are made available. 	<ul style="list-style-type: none"> • More opportunities for the hiring of Native Americans within the GCBH service area. 	<p>GCBH Office Manager</p> <p>Target Date: Immediately and ongoing</p>	
<p>Ensure trainings are made available to the Yakama Nation</p>	<ul style="list-style-type: none"> • GCBH and its provider network will collaborate with the Yakama Nation to provide relevant training to Yakama Nation behavioral health and chemical dependency staff, when requested. • GCBH will distribute all training notices to the Yakama Nation. 	<ul style="list-style-type: none"> • Increased knowledge regarding available services/programs in the Yakama Nation community. • Educate Yakama Nation provider staff about relevant practices and/or processes. 	<p>GCBH Community Support/Customer Service Coordinator</p> <p>Target Date: Immediately and ongoing</p>	

	<ul style="list-style-type: none"> GCBH will submit requests to the Yakama Nation for their participation in the annual Multi-Cultural Competency Committee training. GCBH offers a variety of trainings, including but not limited to, Grievance and Fair Hearing Processes, Consumer Rights, Advanced Directives, Stigma, Recovery, Wellness Recovery Action Plan, Mental Health First Aid. GCBH will provide trainings to the Yakama Nation and/or its provider staff, when requested. 			
Ensure the Yakama Nation is notified of funding opportunities and available grants	<ul style="list-style-type: none"> GCBH will distribute funding opportunities and grant notices to the Yakama Nation. 	<ul style="list-style-type: none"> Increase funding opportunities for the Yakama Nation. 	<p>GCBH Contracts Coordinator</p> <p>Target Date: Immediately and ongoing</p>	
Identify and resolve gaps in service delivery	<ul style="list-style-type: none"> GCBH and its provider network will meet regularly with the Yakama Nation to discuss service delivery issues/concerns. GCBH and its provider network will collaborate with the Yakama Nation to identify and make best efforts to resolve gaps in service delivery. GCBH will keep DSHS 	<ul style="list-style-type: none"> Improved understanding of access criteria for service provision to Yakama Nation members. Improved communications between GCBH including its provider network and the Yakama Nation provider 	<p>GCBH Care Coordinators</p> <p>CWCMH Staff Jack Maris, VP</p> <p>Yakama Nation provider staff</p> <p>Office of Indian Policy Representative</p>	

	<p>informed of all activities with the Yakama Nation.</p>	<p>network.</p> <ul style="list-style-type: none"> Improved accessibility to appropriate GCBH, including its provider network, staff who can resolve issues in a timely manner. 	<p>Target Date: Immediately and ongoing</p>	
<p>Ensure the provision of medically necessary services to the Yakama Nation</p>	<ul style="list-style-type: none"> GCBH, through its provider network, will provide services to Yakama Nation members who meet State-approved criteria and for whom services are medically necessary and clinically appropriate. 	<ul style="list-style-type: none"> Increase the number of Yakama Nation members being provided services. 	<p>GCBH Care Coordinators</p> <p>CWCMH Staff Jack Maris, VP</p> <p>Yakama Nation provider staff</p> <p>Office of Indian Policy Representative</p> <p>Target Date: Immediately and ongoing</p>	