KING COUNTY MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION
2014 CONTRACT COMPLIANCE REVIEW
CRISIS CLINIC CONTRACT # 5616096
INPATIENT AUTHORIZATION

Administrative Review Findings Summary

Reviewer: Dick Crabb **Date of Review:** 05/30/2014

Contract Requirement	Documentation	FC	PC	NC	NA
II. PROGRAM DESCRIPTION					
E. Program-Specific Requirements					
1. The Contractor shall ensure that authorizations meet the requirements specified by the DSHS and/or Health Care Authority and the KCMHP P&P.	Contractor Policy and Procedures (P&P) Contractor Records	X			
2. The Contractor shall:					
a. Consult with outpatient providers regarding client status and the level of care appropriate for clients who are enrolled in the KCMHP;	Contractor P&P Contractor Records	X			
b. Consult ProviderOne prior to all authorization decisions to determine if a Regional Support Network (RSN) other than King County RSN is listed as the current RSN (if so, do not authorize and ask the hospital or professional requesting the authorization to contact the responsible RSN);	Contractor P&P Contractor Records	X			
c. Manage denials of inpatient care, including retrospective requests and denials of voluntary LOS extensions;	Contractor P&P Contractor Records MHCADSD Report	X			
d. Ensure that the denial rate for voluntary inpatient hospitalization is reliable and consistent among all Contractor psychiatrists: i. The denial rate shall be calculated by the County using data from the Reliability of Authorization Decisions Quarterly Reports submitted by the Contractor; and ii. If the denial rate of any psychiatrist shows statistically significant variation for two quarters in a row, then the Contractor will be out of compliance with this Exhibit and corrective action will be required;	Contractor P&P Contractor Records MHCADSD Report	X			

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Administrative Review Findings Summary (continued)

Contract Requirement	Documentation	FC	PC	NC	NA
e. Collaborate with the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) to ensure a Notice of Action is provided for all Medicaid recipients for whom authorization is denied;	Contractor P&P Contractor Records MHCADSD Report	X			
f. Apply the medical necessity criteria approved by MHCADSD and the process for evaluating the necessity for voluntary LOS extension requests, including administrative days;	Contractor P&P Contractor Records MHCADSD Report	X			
g. Authorize medically necessary voluntary LOS extensions;	Contractor P&P Contractor Records	X			
h. Authorize involuntary LOS extensions for inpatient care of clients detained longer than 20 days at inpatient facilities other than a state hospital or a local evaluation and treatment facility;	Contractor P&P Contractor Records MHCADSD Report	X			
i. Notify the MHCADSD Clinical Specialist when a hospital requests a third LOS extension for voluntary clients, or for involuntary clients placed in hospitals other than Harborview or Navos Evaluation and Treatment Facility;	Contractor P&P Contractor Records MHCADSD Report	X			
j. Manage retrospective authorizations according to the KCMHP P&P;	Contractor P&P Contractor Records	X			
k. Provide MHCADSD with information on non-enrolled persons for whom authorization for payment for voluntary inpatient admission is sought;	Contractor P&P Contractor Records MHCADSD Report	X			
l. Notify providers when a Next Day Appointment has been scheduled for unenrolled adults and those who have been placed in the Diversion Beds, and facilitate communication between referring entities and the providers when necessary;	Contractor P&P Contractor Records MHCADSD Report	X			
m. Maintain all required documentation, electronic and hard copy, in a manner that maintains privacy and confidentiality;	Contractor P&P Contractor Records	X			

KING COUNTY MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION
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Administrative Review Findings Summary (continued)

Contract Requirement	Documentation	FC	PC	NC	NA
n. Enter the state mandated authorization and discharge information into Provider One within the required timeframes;	Contractor P&P Contractor Records	X			
o. Enter data into the MHCADSD Information System (IS) Inpatient Authorization Application either as described in the KCMHP P&P or in Inpatient Authorization Application procedures and in an appropriate format; and	Contractor P&P Contractor Records MHCADSD Report	X			
p. Enter data into the MHCADSD IS regarding the following hospitalizations (that may be authorized by a different entity and process than the Crisis Clinic) including:	Contractor P&P Contractor Records MHCADSD Reports	X			
i. For persons who have Medicare and Medicaid wherein the Medicare benefit is not exhausted;	Contractor P&P Contractor Records MHCADSD Report	X			
ii. For persons who have private insurance and Medicaid wherein the private insurance benefit is not exhausted; and	Contractor P&P Contractor Records MHCADSD Report	X			
iii. Out-of-county involuntary hospitalizations of King County residents.	Contractor P&P Contractor Records MHCADSD Report	X			
3. The Contractor shall participate in County sponsored meetings that facilitate program operations including but not limited to the Information System Advisory Committee.	Contractor P&P Contractor Records	X			
4. The Contractor shall maintain written policies and procedures describing the inpatient authorization, LOS management, denial, care coordination, retrospective authorization functions, and privacy and security. Any proposed changes to Contractor policies and procedures must be submitted to MHCADSD for prior approval.	Contractor P&P Contractor Records	X			

KING COUNTY MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION
2014 CONTRACT COMPLIANCE REVIEW
CRISIS CLINIC CONTRACT # 5616096
INPATIENT AUTHORIZATION

Clinical Review Findings Summary

Reviewers: Dick Crabb and Barbara Vannatter **Date of Review:** 06/06/2014

Contract Requirements	Comments	FC	PC	NC	NA
II. PROGRAM DESCRIPTION					
E. Program-Specific Requirements					
1. The Contractor shall ensure that authorizations meet the requirements specified by the DSHS and/or Health Care Authority and the KCMHP P&P. Does the documentation justify/support the decision made by Crisis Clinic (CC) for the initial authorization for voluntary hospitalization?	20 Adult (including 4 Negotiated Diversions) and 4 Child Charts were reviewed, where the request for hospital authorization was approved. All 24 charts were in full compliance for this requirement.	X			
2. The Contractor shall:					
a. Consult with outpatient providers regarding client status and the level of care appropriate for clients who are enrolled in the KCMHP; If the client is enrolled in the KCMHP, does CC consult with the client's KCMHP provider regarding the client's status and appropriate level of care given the current situation?	Of the 8 applicable charts reviewed (Authorizations, Denials, and Negotiated Diversions), 7 charts were fully compliant, and 1 received a score of partial compliance, yielding an overall score of full compliance for this requirement.	X			
b. Consult ProviderOne prior to all authorization decisions to determine if a Regional Support Network (RSN) other than King County RSN is listed as the current RSN (if so, do not authorize and ask the hospital or professional requesting the authorization to contact the responsible RSN); Does the documentation demonstrate that King RSN was listed as the current RSN in ProviderOne at the time of authorization?	Of the 32 charts reviewed [both Adult and Child Authorizations (20), Denials (8) and Negotiated Diversions (4)] all were in full compliance for this requirement.	X			

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Clinical Review Findings Summary (continued)

Contract Requirements	Comments	FC	PC	NC	NA
c. Manage denials of inpatient care, including retrospective requests and denials of voluntary LOS extensions; Does the documentation support CC's decision to deny a voluntary LOS extension request?	All 5 charts reviewed (3 Adult, 2 Child) for this requirement were in full compliance.	X			
e. Collaborate with the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) to ensure a Notice of Action is provided for all Medicaid recipients for whom authorization is denied; For Authorization Denials, is a copy of the NOA letter in the client's chart? Was the NOA letter faxed to MHCADSD?	All 8 charts reviewed on site (6 Adult and 2 Child Authorizations) contained copies of NOA letters. Of the 8 MHCADSD records reviewed (denials of retro-authorizations and LOS extensions), 7 had NOA letters on file, and 1 retro-authorization denial did not. The overall score for this requirement was full compliance.	X			
f. Apply the medical necessity criteria approved by MHCADSD and the process for evaluating the necessity for voluntary LOS extension requests, including administrative days; Does the documentation support CC's decision to authorize a LOS extension? If the LOS extension included administrative days, are all of the following criteria met for administrative days? 1) The client is voluntary; 2) The client no longer meets MNC for inpatient hospitalization; 3) Less restrictive alternatives are not available, posing a barrier to safe discharge; 4) The hospital and CC mutually agree to the appropriateness of the administrative day(s).	All 8 charts reviewed (7 Adult, including 3 with administrative days, 1 Child) for this requirement were in full compliance.	X			

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Clinical Review Findings Summary (continued)

Contract Requirements	Comments	FC	PC	NC	NA
h. Authorize involuntary LOS extensions for inpatient care of clients detained longer than 20 days at inpatient facilities other than a state hospital or a local evaluation and treatment facility; Were all appropriate LOS extension requests for involuntarily committed clients authorized?	The MHCADSD Inpatient Application Database was consulted regarding 5 clients (3 Adult, 2 Child) to determine compliance for this requirement. All 5 client records were in full compliance for this requirement.	X			
j. Manage retrospective authorizations according to the KCMHP P&P; Does documentation support Crisis Clinic's decision regarding the request for retrospective authorizations? Consider the following in evaluating the decision made by CC: 1) Did the client apply for Medicaid while in the hospital if the client did not have Medicaid prior to admission? 2) Does the hospital documentation show that their failure to request a prior authorization occurred for reasons beyond their control? If the retrospective request is made during the hospital stay: 1) Are only the current day and any future days considered? 2) Is the CC's decision made within 12 hours of the request? If the retrospective request is made after discharge: 1) Was it received by CC within 30 calendar days of discharge? 2) Does it appear that the medical record for the entire hospitalization accompanied the request? 3) Does the letter from the hospital describe the reason the hospital was unable to request authorization in advance?	All 7 charts reviewed (6 Adult-4 Authorizations, 2 Denials, and 1 Child Authorization) were in full compliance for this requirement.	X			

XI. CREDENTIALING AND CONTRACT MONITORING

1.0 POLICY TITLE: CREDENTIALING AND CONTRACT MONITORING

1.1 Originally Implemented: November 1, 1995

1.2 Reviewed and revised: November 2014

1.3 Officially Adopted: January 2, 2015

1.4 Effective Date: February 2, 2015

1.5 Signed: _____
Jean Robertson, Assistant Division Director/RSN Administrator

2.0 PURPOSE: To specify the requirements for credentialing, re-credentialing, and contracting with providers to provide outpatient community mental health services and to specify the means for monitoring provider contracts to ensure the highest quality of care and service delivery.

3.0 POLICY/PROCEDURES/RESPONSIBILITIES:

3.1 Policy

3.1.1 Credentialing Minimum Requirements – Providers and Subcontractors

A. The King County Mental Health Plan (KCMHP) shall ensure that members of the provider pool, including any clinical and/or non-clinical subcontractors, meet each of the following minimum credentialing and re-credentialing requirements:

1. Hold a current or provisional Department of Social and Health Services (DSHS) Community Mental Health Center License or other license, which covers the services to be provided. The provider shall be in good standing with the licensing agency and be able to provide all appropriate services to the populations it serves. The provider shall notify the KCMHP of any changes in status for any required licensure or certification; and

2. Can demonstrate the ability to provide appropriate services to adults, older adults, and/or children, for which they are contracted to serve by the KCMHP or by the provider in the case of a subcontractor.

B. Can provide copies of the provider's or subcontractor's current professional liability insurance.

1. Provider and subcontractors shall procure and maintain insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of work hereunder by the provider, its agents, representatives, employees, and/or subcontractors.

2. Provider shall ensure that its subcontractors have insurance that complies with the requirements stated in the provider's contract with KCMHP. The costs of such insurance shall be paid by the provider or its subcontractor. Provider shall furnish separate certificates of insurance and policy endorsements which list KCMHP, the County, its officers, officials, employees, and agents as additional insured's for itself and each subcontractor as evidence of compliance with this section.

3. In cases where there is no formal subcontract, yet payment for direct services is provided, providers shall have a blanket-type coverage statement in their policy for occasional workers or casual labor in order to adhere to the requirements of their contract.

4. Providers, who expect to hire an individual to provide periodic service over an extended period of time, may write a basic service agreement with that person as long as it adheres to KCMHP standard contract terms. Multi-year agreements are acceptable. The provider shall be clear in the agreement as to tax liability (issuing an IRS 1099) if the person with the agreement receives over $600 in a calendar year. All persons with service agreements shall undergo a full background check.

C. Can demonstrate:

1. An acceptable history of malpractice findings within the past five years;

2. Unrestricted Drug Enforcement Agency (DEA) prescriptive authority licenses for physicians and documentation of prescriptive authority for all Advanced Registered Nurse Practitioner (ARNP) staff who prescribe medications;

3. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal health care plan;

4. Unrestricted current professional license for all physicians, ARNPs, LPNs, RNs, and any other form of professional licensure that relates to the services being provided by the provider or its subcontractor;

5. For services for which state or federal law require licensure, those providing service shall be licensed by the proper DSHS department/agency or other appropriate state or federal agency. Verification of provider and subcontractor license shall be on-site and a copy provided to the KCMHP, if requested;

6. For activities that must be performed by a psychiatrist, the psychiatrist is either:

   a. Board certified, or

   b. Board eligible, meaning the physician has completed a psychiatry residency approved by the Accreditation Council for Graduate Medical Education, as noted on their website at www.acgme.org;

7. It can provide 24-hour crisis services that meet the requirements in Section V. The documentation submitted shall describe the crisis services structure and in addition shall include:

   a. The scope of work for subcontracts for any crisis functions; and

   b. The strategy for quality management of crisis services;

8. An acceptable history of unresolved provider sanctions by Medicare and/or Medicaid;

9. A sound financial position based on the provider's most recent audited financial reports and "Revenue and Expenditure Reports" (see Section IV, Financial Management), including financial tests on liquidity, solvency and efficiency;

   a. A provider shall be considered liquid if the ratio of current assets to current liabilities is greater than one.

   b. A provider shall be considered insolvent if unrestricted net assets are less than 5 percent of annual revenues for two or more consecutive years.

   c. A provider shall be considered financially efficient if the calculated ratio of direct service costs to total Regional Support Network/KCMHP related expenses is greater than 90 percent.

   d. A significant change or reduction to income or expenses shall be reviewed to see if mental health services to clients have been adversely impacted;

10. Efforts to ensure data quality either through a proven record of data quality and accuracy or, for new providers seeking to be credentialed, proof of ability to technically interface with the King County Mental Health, Chemical Abuse and Dependency Services Division Information System (MHCADSD IS); and

11. Satisfactory performance related to the system accountability measures and the clinical performance measures identified in Section X, Quality Management, this section, and the provider's contract.

D. Provider and subcontractors shall abide by the requirements of Section 1128A(b) of the Social Security Act prohibiting service providers from making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit services provided to recipients.

E. All service providers and subcontractors shall be credentialed by the KCMHP through the normal credentialing process.

3.1.2 Provider and Subcontractor Credentialing/Re-credentialing

A. The KCMHP shall conduct credentialing and re-credentialing for providers and subcontractors prior to contracting for the ensuing year.

B. Providers shall not use subcontractors who have not been credentialed by the KCMHP. Under special circumstances, the provider shall contact the KCMHP for a temporary exception to policy.

C. Credentialing requirements may be amended over time and current credentialed providers and subcontractors may be required to update their standards or provide additional information.

D. The KCMHP may add licensed providers to the existing contract pool as needed to provide capacity and quality outpatient clinical services. The decision to add providers shall be based on information from data, quality assurance reviews, capacity, client needs, and service area requirements. The KCMHP shall notify any provider asking to be added to the network of the reason for not being selected for the authorized provider network.

3.1.3 Credentialing Provider Subcontractors

Upon approval by the KCMHP, providers may enter into subcontracting relationships with other providers in order to expand their KCMHP service capabilities if those subcontractors have been credentialed by the KCMHP.

3.1.4 Contract Monitoring and Management

The KCMHP shall provide ongoing monitoring of clinical, administrative, and system-wide indicators to ensure that the provider:

A. Is in compliance with KCMHP policies and procedures as defined in this manual and contract requirements;

B. Provides mental health services only in those areas it is licensed to provide and which comply with generally accepted and culturally relevant minimum requirements and guidelines as set by the KCMHP;

C. Exhibits practice patterns which are consistent with the values and goals of recovery;

D. Provides care and service delivery to the satisfaction of clients; and

E. Meets credentialing indicators for its professional staff.

3.1.5 Provider Profiles

The KCMHP shall develop provider profiles for the purpose of demonstrating:

A. The scope of the KCMHP service delivery system; and

B. The performance of individual providers in meeting identified service system goals.

3.1.6 Complaints

The KCMHP shall provide a complaint/inquiry resolution process for issues or complaints directed at contract providers.

A. For complaints initiated by clients about providers, see Section III, Client Rights.

B. For complaints initiated by providers about KCMHP administration, see Section VI, Outpatient Services Level of Care.

3.2 Procedures

3.2.1 Provider and Subcontractor Credentialing/Re-credentialing

A. The credentialing process shall provide a means of evaluating, selecting, and contracting with qualified mental health providers for the purpose of providing services under a publicly funded managed care program.

B. KCMHP shall conduct the credentialing of contracted mental health providers. A credentialing application packet shall be sent to all contracted providers in the fall of each calendar year.

1. Direct contracted providers shall submit to KCMHP and retain in their records for subcontractors, subject to review, a complete application packet. The packet shall include:

a. A copy of the subcontractor's confidentiality policy;

b. A copy of the contract or agreement between the provider and subcontractor;

c. A copy of appropriate licensure;

d. A copy of insurance coverage;

e. Provider policies and procedures, or plans, regarding KCMHP requirements as may be identified as necessary for the credentialing period;

f. Certification from direct contracted providers that all required credentialing documents for the provider's subcontractors have been received, reviewed, and approved. Those documents shall be maintained by the direct contract provider; and

g. Copies of the language in the orientation materials for clients that indicate if the provider has any moral or religious objections/restrictions in regards to the care provided (e.g., abortion, end-of-life counseling). This information need only be provided if the provider has moral objections/restrictions with regard to care provided.

2. Contracted providers that elect not to participate in the credentialing process shall not be eligible to contract with KCMHP during the subsequent contract term.

C. Non-KCMHP providers may apply any time during the year by completing an application packet.

3.2.2 Providers shall have 30 days from the date the forms are mailed, unless otherwise specified, to complete the credentialing documents. At the sole discretion of KCMHP, non-contracted mental health providers may have longer than 30 days to complete the application packet.

3.2.3 KCMHP may require a site visit for any provider applying for credentialing. All non-contracted mental health providers that are applying for the first time shall participate in a site visit. All site visits of a provider and/or its subcontractors are conducted following submission and review of a completed credentialing application form.

3.2.4 Completed applications are reviewed by KCMHP. Providers that:

A. Meet the KCMHP standards shall be offered a contract for review and signature.

B. Do not meet the credentialing standards may receive provisional contract status in the network and a contract may be extended.

C. Serve high-risk populations or specialize in conditions that require costly treatment will not be discriminated against by KCMHP in its application review process.

D. Are acting within the scope of their license or certification under applicable State law shall not be discriminated against by KCMHP in its application review process in regards to the provider's participation, reimbursement, or indemnification based solely on that license or certification.

3.2.5 KCMHP shall retrospectively query the State of Washington to verify Drug Enforcement Agency (DEA) certificate status, licensure, certification, and registration status of all Medical Doctors (MDs) and Advanced Registered Nurse Practitioners (ARNPs) and other clinicians. Because of the time needed to verify this information, contracts may be executed prior to verification from the state. If KCMHP is notified that a clinic/practitioner is not registered, certified or licensed and/or has a license/DEA restriction, KCMHP reserves the right to terminate the provider agreement or place limitations on the scope of practice performed by the clinic/care provider. Should this occur, providers would be notified in writing by KCMHP.

3.3 Credentialing Provider Subcontractors

3.3.1 Upon approval by KCMHP, providers may enter into subcontracting relationships with other providers in order to expand their service capabilities.

3.3.2 Providers shall submit to KCMHP the required application and forms on behalf of the subcontractor. Certain policies and procedures regarding KCMHP requirements as may be identified as necessary for the credentialing period shall be retained by the direct contracted provider and are subject to KCMHP review. Upon County request, the provider shall submit:

A. Copy of the subcontractor's confidentiality policy;

B. Copy of the contract or agreement between the provider and subcontractor;

C. Copy of appropriate licensure; and

D. Copy of insurance coverage.

3.3.3 Applications shall be completed for all subcontractors during annual provider re-credentialing. Subcontractors can be approved as part of the credentialing process or subcontracts with a start date after the credentialing deadline may be submitted for separate consideration.

3.3.4 Providers' responsibilities related to their subcontractors are as follows:

A. The provider shall ensure that all licenses are current and that the licensee is in good standing with the licensing agency;

B. The provider shall require the subcontractor to abide by all the requirements of this manual and the provider's agreement with KCMHP. To this end the provider shall be responsible for sharing this information with the subcontractor, including providing a copy of this manual and any updates which occur during the term of their agreement;

C. The provider and the subcontractor shall hold harmless KCMHP;

D. The provider shall ensure that the subcontractor:

1. Provides mental health services only in those areas it is licensed to provide and which comply with generally accepted and culturally relevant minimum requirements and guidelines as set by the KCMHP;

2. Provides care and service delivery with a recovery focus and to the satisfaction of clients; and

3. Meets credentialing indicators for its professional staff;

E. Provider shall provide documented supervision or monitoring of the subcontractor to ensure compliance with the requirements for subcontractors under the provider contract with the KCMHP;

F. If subcontracts are with non-KCMHP providers, such subcontracts shall be reviewed to ensure, at a minimum, that any and all Title XIX-defined clinical services that are contracted for reimbursement are provided by agencies that have a current or provisional Title XIX license to provide those contracted services;

G. Non-licensed subcontractors of clinical services must have documentation that an application for a Title XIX license for the services they are contracted to provide has been submitted to DSHS. This application shall be approved by KCMHP. The licensed contracting provider must assure the KCMHP that it shall provide clinical supervision to the non-licensed subcontractor comparable to its own in-house supervision, at least until a provisional license is issued;

H. Subcontractors of non-clinical KCMHP services shall also be credentialed;

I. A licensed provider that subcontracts with an individual for KCMHP services shall do so under the aegis of the provider's license, assuming he/she is fully covered under the provider's professional liability policy. This is not necessary if the individual has independent professional liability insurance that meets the requirements;

J. The provider may request an Exception to Policy to hire a contract employee for services not normally available within the KCMHP. Any contracted employee shall be fully licensed to provide the services contracted for in her/his subcontractor agreement with the provider and be fully covered under her/his own professional liability insurance or be listed as an additional insured under the provider's professional liability insurance; and

K. Providers shall perform an annual site visit to monitor provisional services.

3.3.5 Provider office closures

A. Providers shall have internal procedures, available for review and approval by the KCMHP that address minimum requirements for client care in the event of either a planned or an emergency office closure.

Provider shall ensure the following are available:

1. 24-hour crisis response for authorized clients;
2. Client and network notification procedures;
3. Answering machine message regarding closure and options for clients who call on a closed day; and
4. Specific network instructions on procedures related to unplanned closures due to disaster, inclement weather, etc., and how to reach on-call staff (telephone and pager numbers).

B. All providers shall publish and submit to the KCMHP an annual planned closure schedule at least one month preceding the first closure for the calendar year. Additions to the planned closure list shall be faxed to the Crisis Clinic, DMHPs, and KCMHP no less than two weeks prior to any planned closure.

C. For unplanned closures due to disaster, inclement weather, etc., the internal procedures referenced above shall be followed.

3.3.6 Contract monitoring review for compliance with administrative requirements and clinical review for outpatient, residential, and crisis services

A. KCMHP shall be responsible for reviewing agency compliance with both standard contract requirements and the administrative requirements included in contract exhibits.

B. For KCMHP contractors and subcontractors, administrative records may be reviewed to ensure compliance with contract requirements including and not limited to:

1. Policies and procedures;
2. Personnel files;
3. Accounting records;
4. Pursuit of third-party revenues;
5. Governing Board bylaws and minutes;
6. Memoranda of Understanding; and
7. Agency records of their reviews of subcontractors.

C. KCMHP shall be responsible for clinical review of sample cases as follows:

1. For outpatient services, a random sample of cases;

2. For residential and crisis services, a random sample of cases; and

3. A focused sample based on specific clinical flags, quality management indicators, and/or indicators for compliance with state and federal requirements.

D. At a minimum, reviews of the documentation in the clinical record may include and are not limited to:

1. Determining the accuracy of the benefit assessment and appropriateness of the benefit placement based on all elements of medical necessity, including service intensity;

2. Ensuring that minimum requirements, including all Chapter 388-877A Washington Administrative Code (WAC) requirements or its successor, are met:

   a. For crisis services, ensuring that response time and documentation requirements stated in Chapter 388-877A-WAC or its successor are met;

   b. For outpatient services, ensuring that initial individual service plan (ISP) development and ISP review and update timelines are met as stated in Chapter 388-877A WAC or its successor; and

   c. For residential treatment, ensuring that the treatment setting is the least restrictive alternative, as stated in Chapter 388-877A WAC or its successor.

3. Ensuring attention to diagnostic guidelines;

4. Ensuring appropriate development and monitoring of ISPs for clients (see Definitions) that are comprehensive; that are age, culturally, and disability competent; that address needs identified at intake and annual assessment as prioritized by the client (or family in the case of children) and by clinical need; that incorporate client strengths, voice, and goals; and that prescribe appropriate service intensity;

5. Ensuring participation by the client, family, and significant others where appropriate;

6. Monitoring and ensuring that provider-based ISP reviews are conducted and documented;

7. Reviewing progress and summary of interventions to date towards individual and system treatment and recovery outcomes and goals;

8. Reviewing summary of strategies and interventions planned to achieve outcomes in the forthcoming period;

9. Ensuring consultation with provider staff responsible for clinical oversight;

10. Ensuring consultation by mental health specialist(s) as required by WAC 388-865-0260 or its successor and documentation that the mental health specialist(s) recommendations were incorporated into the clinical record.

    a. Assessments use cultural norms in differential diagnosis and other evaluations;

    b. Service planning incorporates the client's beliefs and traditional interventions where appropriate;

    c. Within 30 days of assessment/intake for new benefits;

11. Ensuring documentation showing that interpreters have been appropriately present during assessments and treatments;

12. Ensuring that providers have effective quality management practices in place to review and improve care;

13. For outpatient providers with clients in supervised living, review coordination and communication with supervised living providers as appropriate; and

14. Validating MHCADSD IS data received from the provider agencies during the period being evaluated to ensure that the case record demonstrates evidence that the demographic, intake, and service entry data are consistent.

E. Clinical reviews may be conducted by telephone or paper facsimile or during a site visit.

1. Telephone or Facsimile Based Reviews: KCMHP shall telephone the provider to review programmatic requirements or individual cases with the appropriate provider staff. The provider is responsible for communicating the required program information, or clinical information (Section VI, Outpatient Services Level of Care; Section VII, Residential Services Level of Care) to KCMHP.

2. Site Visit Chart Reviews: The Annual Site Visit instruments shall be sent to the provider with the 30-day site visit notification letter. Providers shall be given three business days' advance notice of the charts to be reviewed. Notification shall include the King County ID number of each case to be reviewed. It is expected that each identified client's clinical record shall be available to the reviewers at the time of the site visit and that a room shall be set aside for the reviewers.

F. The KCMHP review shall focus on the comprehensiveness and appropriateness of the ISP in relationship to the assessment, attention to standards of care guidelines, the apparent quality of the care provided, accuracy of diagnosis, service intensity, and progress towards or attainment of outcomes as documented in the clinical record.

G. Reviews and analysis of findings shall depend solely on documentation easily and readily available in the client record(s) provided to the reviewer(s). Additional information provided by staff shall be helpful and shall not take the place of or mitigate absent written documentation.

H. Documentation of findings shall occur as follows:

1. Clinical information collected in a telephone or facsimile-based review shall be documented into the MHCADSD IS case notes;

2. For a site visit review, a brief summary of major findings and impressions may be presented following the close of the review. A written report of the findings, impressions and recommendations, as well as a copy of the completed assessment tool, shall be sent to the provider within 30 business days; and

3. KCMHP recommendations may fall into three categories:

a. Case-specific recommendations related to the level of care placement decision, assessment, and/or ISP of an individual client and data accuracy;

b. Recommendations to the provider regarding an identified pattern or trend in providing care agency-wide; and

c. Recommendations to the provider related to the administrative review.

I. KCMHP shall take appropriate action based on its findings from clinical reviews. Where corrective action is indicated, KCMHP shall follow-up to ensure providers have taken steps to make the required changes and/or employed the required alternatives.

J. For case-specific follow-up, a review by KCMHP may be scheduled on a predetermined date (e.g., one month, three months from the time of the clinical review, or sooner if the situation merits immediate attention).

K. Where an agency-wide finding of non-compliance has been made:

1. Corrective action shall be pursued as per description later in this section;

2. Findings and recommendations shall be discussed at follow-up reviews or credentialing and objectives shall be set for the following year. KCMHP may, as a result of a finding, increase or decrease the level of monitoring; and

3. In cases where WAC requirements have not been met, KCMHP may forward the findings to the State.

L. The process for requesting an appeal of a decision regarding a benefit assignment made during a telephone or facsimile based review visit by KCHMP is detailed in Section VI, Outpatient Services Level of Care.

M. The process for requesting an appeal of a decision regarding a benefit assignment made during a site visit by KCMHP is detailed in Section VI, Outpatient Services Level of Care.

3.3.7 Contract monitoring and management

A. KCMHP shall monitor provider performance to ensure quality of care to clients, delivery of appropriate services, and adherence to contract requirements.

B. The KCMHP shall work with individual providers to address specific performance issues. Continued inability to meet performance expectations or to comply with corrective action may lead to further sanctions and ultimately contribute to a decision by the KCMHP not to re-credential the provider.

C. Noncompliance: If KCMHP determines that a provider is in breach of contract (i.e., has failed to comply with any terms or conditions of the contract, including WAC and Revised Code of Washington (RCW) requirements, or has failed to provide the work or services agreed to in the contract), or if provider has failed to respond to requests within specified time frames, action shall be taken consistent with the terms in the Standard Contract ("Boilerplate") of the agency's KCMHP Contract.

D. Dollars are at risk for failure to comply with contracted performance targets. Targets shall be developed with stakeholder input.

E. KCMHP shall maintain individual provider files, including correspondence, credentialing, and grievance/complaint information.

F. KCMHP shall undertake an annual review of required state and DSHS reporting forms as required by law.

G. Provider monitoring shall be an ongoing process. Trends that develop for individual provider(s) and on a system-wide level shall be analyzed and reported as appropriate.

3.3.8 Provider profiles

A. KCMHP shall develop a profile of each provider that shall include services, service area, populations served, and licensure/certification of professional staff.

B. The profile shall compile information about each provider and its subcontracts including, and not limited to, addresses, types of services, and access numbers.

C. Data shall be acquired through information received in the credentialing materials and through information in the MHCADSD IS and in the clinical and administrative reviews and site visits.

3.3.9 Resolving provider inquiries and complaints

A. KCMHP shall ensure a timely, professional response to provider inquiries and provide a means of communicating effectively with providers so that issues can be documented and resolved.

B. KCMHP staff who receive complaints about providers shall forward that information to the appropriate contract monitor for follow-up.

C. Complaints among providers within the KCMHP network shall be handled as follows:

1. Complaints of this nature shall be made in writing and are to be referred to KCMHP;

2. KCMHP shall attempt to resolve the issue;

3. KCMHP shall notify the appropriate provider that a complaint has been made against them;

4. KCMHP shall include complaints in corrective actions; and

5. KCMHP shall provide feedback to complainants once complaints have been resolved.

4.0 REFERENCES:

Federal Law, Regulations, and Policy including any successor, amended, or replacement laws, regulations, or policies

- 42 Code of Federal Regulations (CFR) Part 438 Managed Care (as revised by the Balanced Budget Act (BBA) of 1997)
- 42 CFR Parts 400, 430, 431, 434, 435, 440 (other regulations regarding Medicaid revised by the BBA)
- 45 CFR Part 142 Security and Electronic Signature Standards (Health Insurance Portability and Accountability Act (HIPAA) "Security Rule")

- 45 CFR Parts 160 and 164 Standards for Privacy of individually Identifiable Health Information (HIPAA, "Privacy Rule")
- 45 CFR Part 162 Health Insurance Reform: Modifications to Standards for Electronic Transactions and Code Sets (HIPAA "Transaction Rule")
- Federal Executive Order #12549

Washington State Law, Regulations, and Policy including any successor, amended, or replacement laws, regulations, or policies

- Chapters 388-865, 388-877, 388-877A WAC – Department of Social and Health Services – Mental Health – Community Mental Health and Involuntary Treatment Programs
- Chapter 70.02 RCW – Public Health and Safety – Medical Records – Health Care Information Access and Disclosure
- Chapter 71.05 RCW – Mental Illness – Mental Illness
- Chapter 71.24 RCW – Mental Illness – Community Mental Health Services Act
- Chapter 71.34 RCW – Mental Illness – Mental Health Services for Minors
- Federal 1915(b) Waiver Renewal

Other

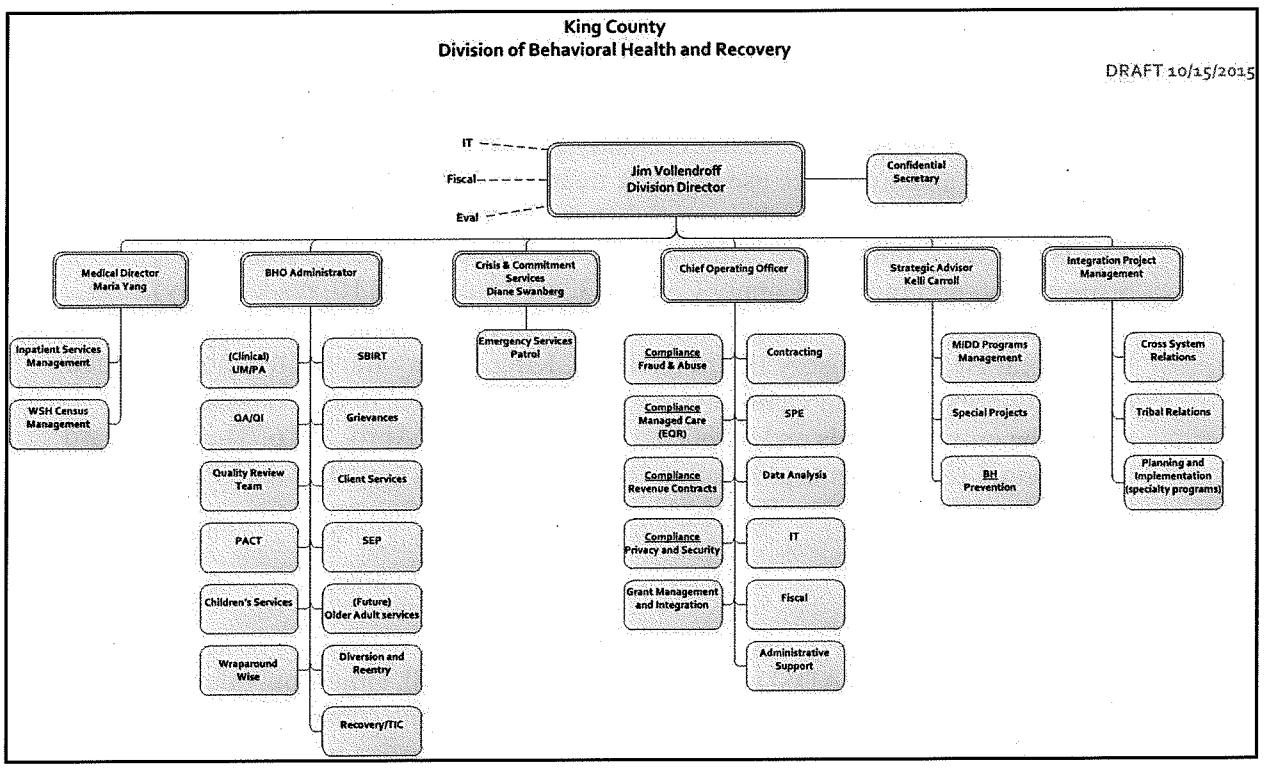
- The Department of Social and Health Services (DSHS) State Mental Health Contract and any subsequent amendments
- The Department of Social and Health Services (DSHS) PIHP Contract and any subsequent amendments

Section V. Staffing and Workforce Analysis and Development Plan

1 BHO Organizational Structure

Response: The King County Department of Community and Human Services (DCHS), Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) currently operates the King County Regional Support Network (RSN) and manages the substance use provider network as well as prevention and block grant funding for the region. The RSN Administrator and the Chemical Dependency Coordinator serve as the two deputy directors of the division. Beginning April 1, 2016, King County is proposing to continue in its role in the administration and delivery of behavioral health services by operating the BHO for the King County region. No legal or structural changes are required for the County to transition into the new role of BHO Administrator. However, MHCADSD is moving forward with some changes to the organizational structure of the King County BHO to allow for further integration of the administrative functions as well as bringing on additional staff to support the new roles and responsibilities required of the BHO to operate an integrated behavioral health plan. King County also transmitted legislation to the King County Council in October 2015 to change the name of the division and update the functions of the division in county code to better reflect this new role.

The organizational structure of the King County BHO will be as follows:



1.1 As a single County region and an integrated Division, King County MHCADSD is well positioned to become the BHO for the King County region. Over the past year, King County MHCADSD has been working to integrate various sections within the division and to cross train staff in both mental health and substance use service functions and administration. For example, in 2014 MHCADSD integrated its mental health and substance use contract sections into a single section. Staff have been cross trained and in 2015 conducted the first joint site visit audits for the provider network. MHCADSD also integrated its separate mental health and substance use disorder finance sections into a single section and integrated the Chemical Dependency ITA specialist within the Crisis and Commitment Section alongside County Designated Mental Health Professionals. As King County continues to prepare to operate the BHO for the King County region, the County will continue to develop an organizational structure that best supports the administration and delivery of integrated care.

1.2 In addition to the internal restructuring, King County is also working with its provider network and boards to move toward integration. In September 2015 MHCADSD held its first integrated Provider Partnership Group meeting with the CEOs and executive directors of all contracted mental health and substance use disorder providers. This will continue as an ongoing monthly meeting. Additionally, the Information Systems Technology Committee (ISAC) has expanded its membership to include SUD IT staff. This group meets on a monthly basis to support the data infrastructure of the prepaid inpatient health plan and will continue to support the BHO data infrastructure going forward. Beginning in January 2016, MHCADSD will also be integrating SUD provider staff into the monthly clinical directors, youth providers, and mMedical directors meetings.

1.3 Finally, King County MHCADSD currently has two separate boards supporting its mental health and substance use disorder treatment services – a Mental Health Advisory Board and an Alcohol and Substance Abuse Administrative Board. These boards are called out in state statute (RCW 71.24.300 and RCW 70.96A.300, respectively) and in King County Code (2.32.010 and 2.32.110, respectively). MHCADSD staff are working with current members of both boards to design a new Behavioral Health Advisory Board (BHAB). King County transmitted an ordinance to the County Council in October 2015 requesting changes to the county code to sunset the current boards and authorize a new BHAB in April, 2016. The new board will meet all requirements as detailed in the draft contract and Detailed Plan Request Exhibit F – BHO Advisory Board Membership.

2 BHO Personnel

Response: King County MHCADSD currently employs 148 Full Time Equivalent (FTE) employees in a range of positions to operate the RSN, manage the substance use disorder delivery system including outpatient contracting and criminal justice programming, and administer a number of local, state and federally funded behavioral health prevention and intervention programs. Serving in its new role as BHO will require an increase in the number and types of providers in our current network to accommodate the new responsibilities (i.e.

residential substance use disorders providers); increased quality management and regulatory compliance activities; increased management of new benefits, including manual authorizations for some; expansion of our current mental health data system into an integrated behavioral health data system; new data collection and management processes; and additional time devoted to supporting new providers in the network. MHCADSD will require additional staff in the following areas: contracting, care authorizers, quality management, client services, evaluation, and information technology.

King County plans to hire an additional 11 FTE to support the expanded functions and responsibilities of the BHO. An ordinance was transmitted to King County Council in October 2015 seeking an increase in FTE authority to bring on new staff. A description and justification of the new staff positions is as follows:

2.1 Contracting: MHCADSD will hire an additional 3 FTEs for the network and contracting section. There are currently 8.5 contract monitors supervising behavioral health exhibits. This will bring that total to 11.5 FTEs. Today, MHCADSD has 61 direct contractors that provide services for over 357 program exhibits.

2.1.1 The division has brought on seven new providers since January 2015 and currently has more than seven mental health and SUD providers waiting to apply to become part of the BHO network. In addition, several new exhibits are being added for current providers who are expanding to include either MH or CD services in 2016, including YMCA , Valley Cities, Seadrunar and Seattle Children's Hospital among others. Finally, MHCADSD continues to develop new exhibits for expanded behavioral health services within the King County region. For example, both Seadrunar and Valley Cities are opening detox services in 2015.

2.1.2 Beginning in April 2016, MHCADSD will also be adding a network of SUD residential treatment providers. There are seven residential providers in King County. The King County BHO will have responsibility for contracting and oversight for all of these facilities and at least one facility in Clark County that will also require a direct contract. The King County BHO will also develop MOAs with the eight other BHOs to ensure access to SUD residential treatment services outside of King County. These MOAs require ongoing oversight and will add additional work load to the contracts section. Ultimately King County will use staff resources to increase local capacity for residential services. Over the years King County has seen a decrease in local capacity for youth and adult residential substance use disorder services under the statewide model. We believe that local treatment options best meet the needs of patients and families.

2.1.3 In addition to the number of contracts added and the increased number of contract exhibits, there is a substantial workload anticipated related to both technical assistance for new SUD providers related to implementation of managed care and for contract compliance activities associated with the new business. Contract compliance activities regarding managed care are significantly greater and more complex than what is currently done for SUD providers due to the Medicaid regulations in CFR 438, especially when the SUD agencies have not been previously subject to those regulations.

2.2 Care Authorizers: MHCADSD will hire an additional 3 FTE care authorizers and 1 additional supervisor for the BHO. There are currently 2.5 FTE care authorizers and 1 supervisor serving the RSN. The care authorizers authorize outpatient mental health benefits for persons with intensive needs; provide clinical consultation and technical assistance to providers when needed; participate in multidisciplinary and intersystem care coordination teams; and participate in utilization management and quality management of clinical services to assure that resources are used appropriately and efficiently. All four positions are qualified mental health professionals. Over the course of 2016, they will be cross-trained in SUD treatment services.

2.2.1 The new positions will primarily be used to authorize SUD residential treatment. Currently, over 1600 adults and 200 youth from King County enter SUD residential treatment annually. In its role as the BHO, King County will have primary responsibility for assuring individuals meet ASAM/medical necessity criteria for this level of care. The care authorizers will collect information from the referring provider and authorize each individual to SUD residential care. They will also assist in locating an appropriate residential treatment bed and assure the client is able to access the bed when it is available. The care authorizers will also manage continuing stay and authorize extensions for clients who require a longer length of stay in a residential treatment facility. In addition to SUD residential treatment, the new care authorizers will be providing clinical support for the more than 13,000 clients served in SUD outpatient services annually including clinical consultation and technical assistance to providers when needed; participate in multidisciplinary and intersystem care coordination teams; and participate in utilization management and quality management of clinical services to assure that resources are used appropriately and efficiently.

2.2.2 One additional supervisor will be added to this section to help support the additional clinical responsibilities and care authorizing of the BHO. The new clinical supervisor will supervise MHCADSD staff who authorize SUD residential treatment services and who provide related care management services. This position will also ensure that inpatient authorization functions coordinate with outpatient and crisis services where appropriate. The supervisor will provide clinical technical assistance to providers in areas identified through utilization management, contract compliance site visits, and/or the clinical managers work group. Over the course of 2016, the supervisor will be cross trained to support both mental health and SUD care authorization.

All of the new care authorizer positions will require a CDP or an MHP with substance use disorder treatment expertise. Throughout the course of 2016 all clinical care authorizing staff will be cross trained in mental health and substance use disorder treatment and clinical management and be encouraged to get cross certified.

2.3 Quality Management: MHCADSD will hire 1 FTE quality management specialist. Currently, MHCADSD does not have a single, dedicated staff to support quality management functions. Instead, the functions are spread throughout many sections of MHCADSD including the Cross System and Contract services section, the Mental Health Clinical and Quality Management section, and the System Performance Evaluation section, under the direction of the RSN Administrator.

2.3.1 As a BHO, there will be a substantial increase in quality management activities, as we expand the federal requirements to apply to the substance use disorder treatment system. A dedicated BHO Quality Management Specialist is needed to accomplish these activities in a timely and meaningful manner, and to support the work of the responsible sections.

2.3.2 Quality Management (aka Quality Assurance and Program Improvement - QAPI) is a federally required activity under managed care. Activities of quality management include overseeing the BHO Quality Management Plan (QMP); authoring of an annual evaluation report of the QMP; coordinating with the BHO provider network to implement provider QMPs (required by statute and regulation), quality improvement initiatives, and quality strategies; support internal risk and quality management activities such as grievances and extraordinary occurrences; provide staff support for the Safety and Incident Management Committee (SIM), and the QIC; assist with evaluation and identification of quality improvement strategies; support the Quality Council of the Behavioral Health Advisory Board; and participate on the state sponsored DBHR/BHO Quality Management Team.

2.4 Client Services: MHCADSD will hire 1 FTE client services specialist. Currently, MHCADSD has one dedicated staff whose sole responsibility it is to support the client services line, conduct quality improvement reviews of Extraordinary Occurrences (EO) (critical incidents as defined by the state), enter EO's in the state's incident management database, and manage grievances and fair hearings for clients enrolled in the mental health system. These activities are required by federal and state regulations and specified in contract. They are a core component of the Quality Management Plan and part of the essential risk management activities.

Some responsibility for monitoring extraordinary occurrences currently resides with the MHCADSD substance use disorder contract monitors. State requirements for this service system are significantly less stringent today, however, and while the occurrence of EOs are tracked annually for the substance use system, no follow up investigation is required nor is there any requirement or mechanism for supporting client grievances within the current fee for service substance use treatment system.

Under the RSN, client service receives over 1500 calls annually from the community. In addition, in 2014 community mental health providers reported nearly 350 extraordinary occurrences and of those, over 200 were investigated by client services staff. Substance use treatment providers reported 38 EOs during 2014. With the onset of the integrated behavioral health managed care, the more stringent federal and state requirements will apply to all clients served for mental health or substance use treatment. The volume of client services calls, EO quality reviews and data submissions, and grievances is expected to increase significantly. Furthermore, there will be additional requirements to follow up and investigate EOs for individuals in SUD treatment; a body of work that does not currently exist today.

The additional FTE will be needed to perform these activities in coordination with the current client services specialist. This new FTE will be required to have experience with substance use disorders to work with the current 1 FTE position for mental health client services. Throughout 2016, both positions will be cross-trained to support work related to both MH and SUD.

2.5 Evaluation: MHCADSD will hire 1 FTE Evaluation Coordinator to the Systems Performance Evaluation section (SPE). SPE currently has one dedicated staff person to manage and query data related to MHCADSD service delivery and clients. These data are used for routine quality management, utilization management and performance reports, evaluations, and to fulfill ad hoc data requests. As we move forward with behavioral health integration there are increased demands for both technical expertise related to the reworking, expansion and integration of the current data system as well as standard evaluation needs related to ongoing data reporting, quality management, utilization management, etc.

The Evaluation Coordinator will provide additional capacity to organize and query data, generate reports, fulfill ad hoc data requests and provide other data support. This position will also be involved in the creation and use of new reports to assist providers, contract monitors, program managers and management in monitoring performance indicators, including the state required performance measures. A

significant focus of this position will be to address and promote data quality from the beginning of the new system and respond to data and analysis requests related to various aspects of the new behavioral health treatment system.

2.6 Information Technology Systems Analyst: The MHCADSD group of King County Information Technology (KCIT) will hire 1 FTE Systems Analyst to be the critical link between system users and system developers. The administration and delivery of behavioral health services is accomplished by contracting with a variety of community behavioral health centers. All contracted providers are required to submit data on the clients they serve to King County. King County is required to report back to the providers on the status of their data submissions. The mechanisms for this data exchange include data entry applications, nightly batch processing, electronic data interchange (EDI), automated report generation and on-demand report generation. Business staff at MHCADSD are responsible for ensuring that the contracted providers are providing service in accordance with the King County Prepaid Inpatient Health Plan (PIHP).

2.6.1 Current estimates are that the volume of information to process will increase by 30%. There are two primary mechanisms used by our providers to submit data: batch files and HIPAA service encounters. Batch files are expected to increase from 17,000 per year to 22,000 per year. This represents an increase in data elements processed from 70 million to 91 million. HIPAA service encounters are expected to increase from 1.5 million per year to 2 million per year. This represents an increase in data elements processed from 37 million to 48 million.

2.6.2 In addition to the increase in data volume, the functionality of the BHO IT system is also expanding:

- New benefits will be added to support SUD and co-occurring treatment. Many of these benefits will have lengths other than one year (our current standard).
- The existing mental health inpatient authorization application will be expanded to support authorization and tracking of SUD residential treatment.
- New interfaces will be implemented to enhance care coordination and utilization management, including interfaces with the Apple Health MCO's, PreManage, and SCORE. In addition to supporting these interfaces, new screens and reports will be developed to access the data.
- A residential bed clearinghouse system will be developed for use by providers state-wide.
- System reports will be expanded to support the needs of SUD providers and BHO management.
- ECLS (Extended Client Lookup System) will be expanded to present additional client data, especially data related to SUD treatment.

- Reports and screens will be developed for system and client utilization management.
- The case rate payment system will be enhanced to handle additional volume, new benefit types/lengths, and more sophisticated funding source tracking.

2.6.3 A key role of this new position will include an understanding of the *entire* BHO IT system. This is particularly important at this juncture – as the system becomes ever more complex it is critical to be able to assess how a change to one component affects other components. In addition to analyzing requirements to determine how they impact the system as a whole, the systems analyst will also perform tasks such as technical design, customer support, report development and system monitoring.

3 Training

King County has already begun cross-training efforts to ensure all staff possess the knowledge and expertise needed to operate the BHO. The RSN Administrator and the County Alcohol and Drug Coordinator have been working closely together and attending the RSN Administrators and the ACHS meetings jointly to ensure cross sharing of information. As mentioned, contract monitors have been cross-trained and conducted joint site visit monitoring reviews in 2015. In addition, SUD program staff have been integrated into the Mental Health Plan Management Group where they are being trained on the intricacies of managed care. This Plan Management Group is also providing integrated leadership regarding the BHO design.

As new staff are hired, especially within the clinical and care authorizer sections, MHCADSD will ensure they have a thorough understanding of processes related to both mental health and substance use treatment. MHCADSD is also developing an internal staff training plan for 2016 to ensure staff across the division have a thorough understanding of both mental health and substance use disorder treatment. With the adoption of the LOCUS/CALOCUS and implementation of the ASAM, one of the first planned training sessions will include training about how to use both tools. Moving forward, MHCADSD will work toward hiring staff dually trained in mental health and substance use disorder whenever appropriate.

4 Ombuds Services

Describe plans to provide behavioral health ombuds services that will meet the needs of those who access both the mental health and substance use disorder treatment services (Line 175 RCW 71.24.350)

Response: King County has engaged in a contractual arrangement with Interchange Northwest since at least 2007 to provide ombuds services to the Mental Health Plan in the County. The ombuds office currently assists and advocates for clients who have complaints or grievances related to delivery of, or access to, mental health services. It functions

independently of the Mental Health Plan. Clients may contact the ombuds office through a toll-free telephone line or they may walk into the ombuds office. After receiving complaints or grievances from clients, family members, and other interested parties, the ombuds performs an investigation and assists in resolving the issue at the lowest possible administrative level. All client information is kept confidential by the ombuds. The ombuds maintains a database that contains information about complaints, grievances, investigations, and fair hearings that is shared with the Mental Health Plan to promote quality improvement. This information is retained for seven years. Provider agencies and the Mental Health Plan coordinate with ombuds staff to refer clients to the ombuds office.

The office of the ombuds has substantial experience working with individuals with substance use disorders. Interchange Northwest has expressed interest in working with clients who have conditions all along the behavioral health spectrum and they have started providing internal training in substance use disorders in anticipation of the development of the BHO. King County plans to expand the current ombuds contract with Interchange Northwest to include services to individuals with both mental health and substance use disorders. The expanded contract will require the addition of a substance use disorder curriculum to its training sessions so all staff members have sufficient skills to work with a variety of clients experiencing behavioral health disorders. The amended contract is expected to be in place by March 2016 so that the ombuds office can provide assistance to clients during the transition to integrated behavioral health care.

Section VI. Financial and Administrative Plan

1 Overview of Financial Practices for the King County Behavioral Health Organization (BHO)

Response: Financial and administrative functions within the Mental Health, Chemical Abuse & Dependency Services Division (MHCADSD) of King County are managed by the fiscal and contracts section. Collectively the division currently manages a budget of $300 million and executes and monitors 61 direct contracts with over 357 program exhibits for the delivery of mental health and substance use disorder services. MHCADSD has successfully done so without any major audit findings or regulatory challenges.

King County's financial operations are structured in such a way that promotes management of the financial components required for the new BHO. An overview of financial operations is provided below:

1.1 King County mental health (MH) and substance use disorder (SUD) operations have been combined into one division since 1999. While these entities operate out of separate funds due to separate state revenue streams, individuals from the MH and SUD units frequently collaborate, and the financial operations for both units work together and have the same performance standards.

1.2 King County government implemented a robust new state of the art Oracle-based financial system in 2012, which is now fully operational and will provide robust overall reporting and accounting services for the new BHO.

1.3 King County MHCADSD has three internal systems developed specifically to track, pay, and report on provider contracts. These systems provide expeditious contract processing, payment, and reporting, and serve as excellent management tools for the County's growing behavioral health system. Modifications will be made to bring the SUD data elements into the system in a fully integrated manner. These modifications are expected to be complete no later than February 28, 2016. A variety of reports are automatically populated by these systems when transactions are processed.

1.4 The MHCADSD financial unit has adopted robust and detailed internal procedures to guide the work of the financial staff. In the event of turnover, new staff can immediately begin performing the work at a high level, with minimal training.

1.5 The MH operation uses a specific set of reporting tools that were developed in-house and tailored to King County RSN business (Contract Tracking System, Contract Invoice Payment System, and ARMS-Link [links electronically to King County systems]) that allows the State's revenue and expense report to be prepared easily and in a way that allows revenue and expenditures to be easily traced back to source records. This reporting process will be expanded to include SUD expenditures and will continue under the BHO structure.

1.6 The King County Mental Health Regional Support Network has been purchasing outpatient services using a managed care system and case rates for 20 years. The BHO will expand the case rate purchasing framework to include outpatient SUD benefits and eventually co-occurring disorder benefits as it manages care for both MH and SUD services. An actuary has been retained to develop rates that will ensure sufficient funding for providers to serve all of the BHO's clients. This County's experience with case rates and managed care for the mental health system will allow it to provide a more robust and cost effective benefit package than a standard fee for service system, and do so immediately beginning April 1, 2016. In addition, King County has developed a system for purchasing MH residential services using a bed-day methodology. This system will be expanded to include SUD residential services. Finally, King County will use its existing methodology for per diem services to purchase opiate treatment services.

1.7 The County has developed a robust Medicaid verification process where the IT system works with Provider One so that Medicaid coverage is always correctly reflected for clients.

1.8 King County government's Finance Operations and Budget Office provide an additional layer of oversight of behavioral health operations by providing monitoring for appropriate accounting and budget practices.

1.9 Every year, the State Auditor's Office visits King County to audit business practices and in the past 10+ years, King County MHCADSD has never received an audit finding.

1.10 The Chief Financial Officer for MHCADSD is a certified public accountant with 10 years of MH/ SUD experience.

1.11 The MHCADSD Financial Supervisor is also a certified public accountant with 20 years of MH experience.

1.12 King County is fortunate to have a sufficiently large financial staff to provide separation of duties so that no one person is in a position to engage in financial fraud or abuse without the knowledge of others.

1.13 The County's (MH) and (SUD) funds will be combined effective January 1, 2016 in order to manage the new integrated behavioral health business. The SUD fund will remain open until June 30, 2016 in order to fully and properly close out old business.

1.14 The BHO's financial staff has vast experience with the State mental health system in general, and the State's substance use disorder systems and services in particular, and is uniquely situated to provide effective and stable financial services beginning immediately on April 1, 2016.

2 Financial ability of patients: Describe how you will administer patient financial responsibility for non-Medicaid services (Line 37 RCW 70.96A.180)

Response: King County has policies and procedures (P&Ps) in place to address patient financial responsibility for non-Medicaid services in connection with the Mental Health Plan. These P&P provisions will carry over into the BHO P&Ps and be implemented and monitored for all behavioral health providers beginning April 2016.

2.1 The following is the third party benefit section of the current King County Mental Health Plan (KCMHP) Policies and Procedures:

3.13.1 Third-Party Benefits

A. Providers shall retain any third-party (Medicare and private insurance) reimbursement they collect on authorized clients. For that reason, the case rate includes a coordination of benefits discount.
B. Providers shall develop policies and procedures to aggressively pursue collection and documentation of all third-party benefits. Providers shall utilize separate coding in their accounting system to clearly segregate third-party payments from other payments.

When submitting invoices, providers are required to attest that all third party benefits have been pursued and that the KCMHP is billed only for costs not reimbursable by third parties. The RSN in turn attests to this semi-annually in connection with the Revenue and Expense Report.

2.2 In addition, KCMHP contract monitors make frequent site visits in which provider records are examined to ensure that third party payments have been pursued in the manner the provider has reported.

First party benefits are handled as follows for current mental health non-Medicaid clients:

1.1.1 First-Party (Private Pay) Payments by Non-Medicaid Clients

A. Providers shall implement a sliding fee scale according to Revised Code of Washington (RCW) 71.24.215.
B. Funds collected from a client without Medicaid must be refunded if the client subsequently receives retrospective Medicaid coverage.
C. Services funded by KCMHP may not be withheld by a provider due to the failure of a client without Medicaid to make a first party payment.

These first party policies are primarily meant to ensure that clients are protected from potential inappropriate billing practices of providers. Site visits to providers verify that these policies are being followed. These policies will be applied to all behavioral health providers under the new BHO structure and will ensure, to the greatest extent possible, sufficient oversight of public behavioral health expenditures.

Section VII. Utilization Management Plan

1 How will you assure an independent review occurs for minors admitted under the provisions of 70.96A.245 that meets these requirements? This requirement will be delegated to the BHO by the Department (Line 23 RCW 70.96A.097)

Response: King County will undertake an independent review for minors admitted to a facility under the provision of 70.96A.245 by a physician or chemical dependency counselor who is employed by the BHO. The review will be conducted not less than seven nor more than fourteen days following the date the minor was brought to the facility under RCW 70.96A.245 to determine whether it is a medical necessity to continue the minor's treatment on an inpatient basis.

1.1 King County plans to hire 3 care authorizers and 1 care authorizer supervisor for the BHO (see Detailed Plan Section V). These positions will be substance use specialists and will have primary responsibility for authorizing King County residents into inpatient SUD residential treatment. The King County Care Authorizers (KCCA) will be trained in ASAM criteria and will use these criteria to determine medical necessity for SUD residential treatment. In addition, King County has a medical director on staff who is a licensed psychiatrist and who provides clinical oversight and medical review for the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD).

1.2 When a minor is brought to a residential facility under 70.96A.245, the facility shall contact the KCCA for authorization for treatment. The KCCA will conduct an independent review of the facility's assessment to determine whether it is a medical necessity to continue the minor's treatment on an inpatient basis. In making that determination, the KCCA will apply ASAM criteria and will also consider the opinion of the treatment provider, the safety of the minor, the likelihood the minor's chemical dependency recovery will deteriorate if released from inpatient treatment, and the wishes of the parent as required under 70.96A.097. The medical director will provide consultation as needed.

1.3 The King County BHO Policy and Procedures (P&P) manual will include a policy for SUD residential facilities that ensures compliance with this law. Draft BHO P&Ps will be completed no later than December 31, 2015 and sent to providers for review and feedback. Final BHO P&Ps will be effective no later than April 1, 2016.

2 Describe your utilization management system and how you will ensure substance use disorder treatment services are provided to Medicaid enrollees for whom they are medically necessary. Include a process for determining when and how much treatment is offered for other non-Medicaid populations based on the state's priorities. (Line 24 RCW 70.96A.100)

Response: King County has several strategies for ensuring Medicaid covered individuals receive the appropriate amount of service for behavioral health issues. All contracted providers will follow access to care standards for individuals seeking entry to the system. Concurrent reviews will take place in accordance with American Society of Addiction

Medicine (ASAM) and WAC standards for providers to evaluate the treatment dose and intensity and determine when changes are appropriate. King County will conduct retrospective reviews during site audits to evaluate the service type, intensity and length to assure the system is delivering quality individual service and achieving outcomes. Non-Medicaid clients will be served in conjunction with the state contract and will be served according to state mandated priority populations. The finite non-Medicaid resources will be managed to attempt to provide treatment for as many low-income individuals as possible. Other local resources may be used as available. Other aspects of utilization management are as follows:

2.1 Highest level of care to be authorized by county utilization management (UM) staff: King County care authorizers will review assessment and related collateral information received from community providers to determine medical necessity for residential services and the initial amount of treatment that will be authorized. The authorizers will collaborate with residential providers for acceptance to the determined facility and establish a bed date. Care authorizers will be responsible to determine the need for extensions to the initial level of stay.

2.2 Annual contract site visits & clinical chart review: King County will be responsible for annually reviewing agency compliance with both standard contract requirements and the administrative requirements included in contract exhibits. King County contractors' and subcontractors' administrative records may be reviewed to ensure compliance with contract requirements including and not limited to: policies and procedures; personnel files; accounting records; pursuit of third-party revenues; governing board bylaws and minutes; memoranda of understanding; and agency records of their reviews of their subcontractors. King County will also be responsible for clinical review of sample cases for all providers. This will include a random sampling of clinical cases and a focused sample based on targeted clinical flags, quality management indicators and/or indicators for compliance with state and federal requirements.

2.3 Encounter data validation: King County will contractually require 95 percent data accuracy from the provider agencies with which it contracts based upon an annual on-site review conducted by the BHO. Failure to meet this requirement will result in one percent of the provider's December payment being sanctioned and a requirement to submit a corrective action plan. Results of individual data elements by providers as well as aggregate data are maintained along with a summary of key findings. Conclusions and recommendations are reported to the provider that include and identify any limitations, opportunities for improvement, or need for corrective action if warranted.

Data samples are drawn from the MHCADSD Information System (IS) that contains demographic, authorization, and service encounter data submitted by providers via batch transactions for all clients enrolled in King County BHO services. These data are compared to data in each provider's clinical case records.

The standard will be to review the 12 most recent encounters. In some instances one or two more encounters for one or more individuals may be reviewed to reach the identified number of encounters to review for a provider. Also, the period of review

may be extended if the person was continuously served by the provider and had fewer than 20 services within twelve months.

Services reviewed will be those that occur at least 30 days prior to the site visit to adjust for the time lag of reporting the encounter to the BHO and documenting the service in the clinical record.

2.4 Special UM studies focused on highest benefit levels - residential treatment: King County will evaluate length of stay in residential facilities, beginning with an initial authorization and regular reviews of treatment plans to determine the appropriate length of care for individuals in accordance with ASAM placement guidelines. The County will gather detail on client participation in residential services, including length of stay, to study and determine the appropriate on-going process for utilization of beds and will also study length of stay in different modalities of residential care to inform local bed capacity needs.

2.5 Outpatient benefit model: King County is developing a new benefit model for the BHO that is driven by medical necessity and ASAM/access to care standards while providing the appropriate amount of treatment to those in need. The design has flexibility to provide the needed service and allow for changes in intensity of service based on an individual's need. The design process has included input and discussion with contracted mental health and substance use providers. The model moves the system away from the traditional fee for service model to a case rate plan. Individuals with substance use disorders will have access to benefits for residential services, outpatient services, including medication assisted treatment, and recovery support. Residential benefits will require pre-authorization to determine medical necessity for this service. Individuals with substance use disorders can qualify for one of two outpatient benefits, based on ASAM patient placement criteria and intensity of service needed. Both benefits will be authorized for 12 months and are renewable should an individual require ongoing care after 12 months. SUD outpatient benefits were designed to assist individuals in substance use reduction and functioning improvement. The benefit model will be reviewed on an ongoing basis, in partnership with providers, through utilization management to ensure that appropriate levels of treatment are being delivered to individuals.

2.6 The continuum of substance use disorder treatment including opiate treatment, residential, needle exchange – see PIHP contract section 5.1: The King County prevention and treatment delivery system works in partnership with other departments within the county and state in planning and implementing publicly funded prevention and treatment services for low-income residents of King County. Some of the services provided are county operated programs; most, however, are provided through contracts with community-based SUD prevention and treatment agencies. King County provides SUD prevention and treatment through a combination of direct county services and services provided through contracts with community treatment agencies.

2.7 Direct County services include:

2.7.1 Involuntary Treatment Services: This is a therapeutic intervention for persons with substance use disorders who are incapacitated, a danger to themselves or others, and/or unable to make rational decisions about their need for treatment due to their drinking or drug use. Trained clinicians investigate and evaluate the facts to determine whether a person is incapacitated as a result of their substance use. If the clinician determines that there is reliable evidence to support a finding of incapacity, a petition for commitment is filed on behalf of the incapacitated person and the Court may then commit the person to a treatment facility for intensive long-term treatment.

2.7.2 Emergency Services Patrol (ESP): Provides direct assistance and transportation of intoxicated and incapacitated individuals to appropriate services and treatment exclusively in the city of Seattle downtown core. The priority population is adults impacted by homelessness and acute substance intoxication. ESP responds to calls from 911 dispatch operators in response to calls from public safety personnel, merchants, intoxicated individuals, and/or concerned citizens. Clients receive services from a multi-disciplinary team made up of ESP van drivers as first responders, sobering service staff providing temporary sleeping and screening/referral services (contracted service described below), and case management staff who provide long-term follow-up for more challenging cases (contracted service described below).

Contracted County services include:

2.7.3 Community Mobilization: The Community Organizing Program works to reduce substance abuse and violence, and provides support to local communities in planning and implementing intervention and/or prevention strategies. Selected prevention and/or intervention strategies may include the award of mini-grants by the Community Organizing Program to assist in implementation of the identified strategy.

2.7.4 Prevention Services: Prevention services provide a wide range of education, service and support to help prevent substance abuse, teen alcohol, tobacco and drug use, and to promote healthy behaviors. King County works to prevent substance abuse and violence through two programs: The King County Alcohol and Other Drug Prevention Program (AODPP) which provides training and assistance to community groups interested in preventing substance use among children and youth, and contracts with community agencies to provide prevention services; and the King County Community Organizing Program (COP) which works with community groups to plan and deliver substance abuse and violence prevention strategies. In addition, King County has partnered with the state DBHR to expand Screening, Brief Intervention and Referral to Treatment (SBIRT) to a variety of settings including community mental health centers, primary care clinics, emergency departments, schools, and more. Finally, King County partners with a number of local schools and school districts to identify mental health and substance use problems in children and youth that interfere with their ability to learn, progress in school, and progress along a normal developmental course. This includes the use of evidenced based practices that address prevention of suicide.

2.7.5 Needle Exchange: Needle exchange is a public health program for people who use drugs by injection (PWID). There are likely 18,000-20,000 PWID living in King County. Needle exchange is the most effective strategy available to prevent HIV in members of this population who are not in drug treatment. It also protects non-injecting family members and sex partners. Without a vaccine or a cure, prevention is the only tool available to control the spread of HIV. Needle exchange reduces blood-borne diseases in our communities without increasing drug use. Several studies have shown compelling evidence that needle exchange programs decrease HIV and hepatitis transmission, but do not increase the use of injection drugs. It also allows staff to work with people who inject drugs to help them access substance use disorder treatment.

2.7.6 Substance Use Disorder Treatment Information/Referral and Crisis Calls: The 24-Hour Alcohol and Drug Helpline provides crisis services and chemical dependency information and referrals. All calls are staffed with qualified individuals trained to provide accurate and timely information about alcohol or other drugs and make referrals to appropriate treatment facilities. This service is available 24 hours every day of the year.

2.7.7 Detox/Withdrawal Management: Provides medically monitored withdrawal services to low-income and indigent clients who are recovering from the effects of acute or chronic intoxication to alcohol and/or other drugs. Clients receive a physical examination and medication, as necessary, to manage withdrawal symptoms. Upon completion of withdrawal management services, clients are referred to either inpatient or outpatient services based on clinical need.

2.7.8 Sobering Services: The Dutch Shisler Service Center (DSSC) serves as a safe and secure place for persons to sleep off the acute effects of intoxication. It also serves as a recovery access point where people receive case management services, outpatient substance use treatment, and assistance to move towards greater self-determination.

2.7.9 Opiate Treatment Program (OTP): OTP programs provide medically supervised treatment services to persons with chronic opiate addiction. In addition to physical exams and medical monitoring, clinics provide individual and group counseling, medication, urinalysis screening, referral to other health and social services and patient monitoring. King County contracts with three agencies to provide OTP. These contracted providers are Evergreen Treatment Services (ETS), Therapeutic Health Service (THS) and WCHS, Inc. Renton Clinic. Each agency providing OTP maintains all required licenses and accreditations. THS, ETS and WCHS, Inc. provide methadone maintenance treatment while THS and ETS also provide Buprenorphine treatment.

Per the state contract, the contracted providers ensure that OTP is provided to indigent and low income individuals over the age of 18. Contracted providers also ensure that pregnant, parenting or postpartum women, individuals transitioning from residential care to outpatient care, individuals referred from drug court and individuals referred by Screening, Brief Intervention, Referral and Treatment (SBIRT) programs receive priority status in receiving OTP services.

OTP providers prescribe and dispense methadone, or other approved substitute drugs, by a team of personnel trained in treatment of opioid use disorder. The team consists of physicians with experience in addictions, nurses and ARNP's, certified chemical dependency professionals, and licensed mental health therapists. Prior to receiving treatment, each client must complete a physical exam determining the client is in withdrawal from opioids and in need of OTP. Once the medical need is established the agency conducts a clinical evaluation and, in collaboration with the client, develops an individual service plan.

Services are individualized to assist the client in reaching mutually agreed upon goals and objectives toward stability and/or recovery. Services include individual face to face treatment sessions,

case management, group treatment sessions and monitored drug testing as determined necessary using ASAM criteria. Client support services are also available ranging from acupuncture, housing, vocational, dental, nutritional, childcare, and assistance in determining eligibility for appropriate medical benefits. All OTP agencies also offer early intervention services for HIV disease and other blood borne pathogens. These services include: appropriate pretest counseling, referral for testing and treatment and, referral for appropriate post-test counseling.

The client using OTP will generally maintain treatment involvement for many years. The longer a client is stable on OTP the better the outcome is for the client.

2.7.10 Peer to Peer Services: Peer to Peer services help people become and stay engaged in the recovery process and reduce the likelihood of relapse. Because they are designed and delivered by peers who have been successful in the recovery process, they embody a powerful message of hope, as well as a wealth of experiential knowledge. The services can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking to achieve or sustain recovery.

SUD-specific peers are not certified by the State of Washington, in contrast to peers in mental health recovery. King County has worked to advocate for SUD-specific peer development with DBHR, and has focused its Access To Recovery (ATR) funding on peer-supported services since 2009. Currently King County funds peer to peer work at two local non-profit agencies - the Recovery Café and Seattle Area Support Groups. Both ATR funds and local sales tax funds are used to support SUD peer to peer services. The King County BHO will continue to advocate for SUD-specific peers to have a full role in the treatment and recovery community and will work with DBHR to develop a certification process similar to what is available for mental health. In addition, as funding allows, the King County BHO will continue to utilize other funding sources, like ATR, where available to support SUD peer support.

2.7.11 Adult Outpatient Treatment: Provides services to adults who need treatment for recovery from alcohol or other drug addiction. Services are designed to assist clients in achieving and maintaining sobriety. This includes individual or group counseling, case management, job seeking assistance, and referral to other appropriate recovery support services. The King County adult treatment system provides services to more than 8,000 individuals each year. The 25 treatment providers under contract with the county have access to a variety of treatment resources including local, state and Medicaid funding.

2.7.12 Youth Outpatient Treatment: Services include development of sobriety maintenance skills, family therapy or support, case management and relapse prevention. Services are designed to improve school performance and peer and family relationships while decreasing risk factors associated with substance use and abuse. The King County youth treatment system provides substance use disorder treatment services to more than 1,000 individuals each year. The 18 youth treatment providers under contract with the county have access to a variety of treatment funding including city, state and Medicaid.

2.7.13 Adult Residential Services: King County is preparing to manage a network of residential service providers for adults who need residential treatment for recovery from alcohol or other drug addiction. Services will be designed and delivered from a recovery and resiliency perspective and provide a range of clinical treatment and psychosocial services to be determined based on the assessed needs of each individual. Persons authorized at the residential service level of care are expected to move to more independent service categories as their level of clinical need decreases. Services will be consistent with the requirements of WAC 388-877B. King County is in the process of developing a network that will allow for the provision of services to 3,000 King County adults annually.

2.7.14 Youth Residential Services: King County is preparing to manage a network of residential service providers for youth who need residential treatment for recovery from alcohol or other drug addiction. Services will be designed and delivered from a recovery and resiliency perspective and provide a range of clinical treatment and psychosocial services to be determined based on the assessed needs of each individual. Persons authorized at the residential service level of care are expected to move to more independent service categories as their level of clinical need decreases. Services will be consistent with the requirements of WAC 388-877B. King County is in the process of developing a network that will allow for the provision of services to 300 King County youth annually.

2.8 Monitoring Trends through Epidemiology Group at the Addiction and Drug Abuse Initiative: Multiple King County staff members take part in a bi-annual epidemiology work group through the University of Washington Addiction and Drug Abuse Initiative (ADAI). This multidisciplinary work group monitors ongoing drug trends in King County and across the state. This allows King County to be responsive to community needs and evolving trends in drug abuse.

3 Describe your current process for discharge planning and describe how you would propose transitioning that process to meet the requirement to work with the hospital to develop an individualized discharge plan and arrange for a transition to the community in accordance with the person's individualized discharge plan within twenty-one days of the determination by July 1, 2018 (Line 124 RCW 71.05.365)

Response: The King County RSN/PIHP currently contracts with a provider agency to work directly with Western State Hospital and Eastern State Hospital (WSH/ESH) staff to assure the timely and appropriate discharge of individuals involuntarily hospitalized in these settings. The contract includes performance expectations and targets for monthly discharges. The provider agency employs five liaisons and a liaison supervisor. The liaison staff work closely with the mental health provider network and other responsible agencies (e.g., DSHS Home and Community Services Division) to develop appropriate, individualized discharge plans. In addition, the liaisons work closely with the King County medical director, RSN Administrator, contract and clinical services section staff, particularly when there are system level issues and challenges to timely discharges.

King County requires the following general response for individuals utilizing psychiatric inpatient services in the community and at WSH/ESH. These requirements will be modified and monitored to assure that the timeline expectations of the BHO described in RCW 71.05.365 are met by July 1, 2018. King County will continue to work in collaboration with WSH staff to achieve timely and appropriate discharges, acknowledging that the barriers to achieving this goal are the joint responsibility of both the hospital and the community.

1.1.1 Services for a client prior to and following a hospitalization:

A. For clients authorized to the outpatient level of care, providers are responsible for:

1. Providing timely services, including but not limited to medication services, for those clients potentially in need of a hospitalization, if it appears such services are an appropriate alternative;

2. Identifying and referring persons in need of hospitalization;

3. Coordinating with the hospital as follows:

    a. Active involvement of provider staff is expected to take place during a hospital admission process.

        i. Provider staff may be asked to personally evaluate the client prior to a potential admission. At a minimum, current clinical information should be provided, such as the current crisis plan, the ISP, and any current mental health advance directive;

    b. If not done during the admission process, the provider will make contact with the inpatient team within 24 hours of notification of admission (including weekends) to provide any needed clinical information;

    c. If the client has been admitted or transferred to Western State Hospital, in addition to providing the above information to the hospital, the same information will be provided to the King County adult inpatient and residential liaison;

    d. If clinically indicated, the provider will have a face-to-face contact with the client within three working days;

    e. The provider will contact the inpatient team within three working days to discuss treatment planning;

    f. The provider will notify the client's outpatient psychiatrist or psychiatric ARNP, if any, so that person may contact the inpatient team to discuss treatment planning;

    g. The provider will have ongoing face-to-face or telephone contact with the client and inpatient team at least once per month while the client is hospitalized; and

4. Providing timely care upon discharge which includes, at a minimum, a face-to-face direct service within seven calendar days following discharge.

5. For clients on psychiatric medications, scheduling prior to the client's discharge a medication management appointment to occur within the time frame negotiated with the hospital.

6. For clients covered by Medicaid who are denied an authorization request for admission made by provider (not hospital) staff, delivering to the client the Notice of Action that will be faxed to the provider by King County.

B. For referred persons who are not yet authorized to the outpatient level of care but who are eligible for behavioral health services, providers are responsible for:

1. Providing timely assessment, enrollment, and care on discharge which includes, at a minimum, providing a face-to-face direct service within five working days following discharge, and, for clients on psychiatric medications, scheduling prior to the client's discharge a medication management appointment to occur within the time frame negotiated with the hospital;

2. In addition to the above, for clients referred from Western State Hospital;

a. At the request of the adult inpatient and residential liaison, enrolling the referred client prior to discharge and actively participating in discharge planning; or

b. For those clients whose discharge is too imminent to allow time for on-site enrollment, providing outreach and engagement services to ensure that the client receives timely follow-up care, even if the initial scheduled appointments are not kept.

C. Hospitals who need additional assistance from a provider may contact that provider's clinical director or a supervisor at the agency phone number or the KCBHP Client Services staff at 1-800-790-8049.

4 (1) Describe how you coordinate with the CLIP administration. (2) Describe the process for identifying alternatives to commitment (Line 231 RCW 71.34.750)

Response: Since 1991, the King County RSN has had an agreement with the Children's Long-term Inpatient Program (CLIP) Administration that defines the roles and responsibilities of the RSN, the CLIP Administration, and the CLIP facilities. In addition, King County complies with the DBHR PIHP and State contract terms associated with CLIP utilization. As a BHO, King County will continue to fulfill the terms of the DBHR/CLIP agreement and the contract to assure that the long term psychiatric inpatient services

provided by the state funded CLIP system are available for children and youth when such services are medically necessary.

The King County RSN has one staff dedicated to utilization management of all intensive mental health resources for children and youth, including CLIP. That staff person works closely with the CLIP Administration Coordinator, the mental health providers, and with the CLIP facility staff to assure that King County youth receive coordinated, comprehensive and intensive inpatient and outpatient mental health services that are individualized to meet their needs. King County's goal is to serve children, youth and families with the least restrictive, most normative, community-based services and supports possible.

4.1 RCW 71.34.750 requires that the CLIP Administration notify the King County RSN of any King County minor, 13 years of age and older, who has been placed on a 180 day order, to determine if community-based alternatives are available to divert that youth from admission to CLIP. These youth may or may not be current service participants. Mental Illness Drug Dependency (MIDD) funded wraparound services are offered to these youth and families as an alternative to CLIP, and/or prior to, during, and after a CLIP admission.

4.2 In King County, families may access the Children's Crisis Outreach and Response System (CCORS) to support stabilization within the community. CCORS provides intensive, in-home support to children, youth and families for up to 8 weeks, including the use of community based crisis stabilization beds. King County and Region 2 Children's Administration also jointly fund an Intensive Stabilization Services (ISS) program that provides for up to 90 days of in-home crisis response and intensive crisis stabilization services to avert involuntary community hospitalization and/or CLIP admission.

4.3 When a minor who is currently enrolled in mental health services with a King County mental health agency is involuntarily detained to a psychiatric hospital setting, that agency is notified by King County within 24 hours. The agency is required by contract to work closely with the Evaluation & Treatment Facility (E&T) to identify possible less restrictive options and to develop a community-based discharge plan when appropriate.

4.4 Many minors who are involuntarily detained are not eligible for, and are not enrolled in, Medicaid or the public mental health system. Currently, King County offers services and supports funded by county sales tax dollars (Wraparound, CCORS, and non-Medicaid outpatient services) to these families as an alternative to CLIP.

5 Describe how you will coordinate, assess and monitor intensive community services and coordinate with inpatient/residential resources (Line 234 RCW 71.34.780)

Response: This section of state law describes the process for revoking a "180 day less restrictive" or conditional release order for a youth. A King County mental health provider agency typically is assigned responsibility for monitoring the least restrictive alternative (LRA) or conditional release, and for assuring that the minor receives appropriate services and supports to avoid a revocation. If circumstances warrant a revocation, the responsible agency works with King County Crisis and Commitment Services to determine whether a revocation is appropriate. If an LRA or conditional release is revoked, the youth is

hospitalized in a community inpatient setting, and is once again eligible for admission to CLIP. This process will be adhered to under the BHO structure. The activities described in Line 231 may be initiated, or continued, to avert the CLIP admission whenever possible.

6 Provide information on how enrollees obtain a second opinion for all behavioral health services (Line 274 42 CFR 438.206(b)(3))

Response: The following excerpt from King County procedural documents describes the process for how enrollees can obtain a second opinion. This policy has been in effect for all mental health services and will be applied for all behavioral health services by April 1, 2016. King County will monitor all requests for second opinions, and will develop a plan of corrective action with a provider agency if an agency is out of compliance with this policy.

1.1 Client Second Opinion

1.1.1 A client has the right to a second opinion provided by a behavioral health professional within a King County contracted agency.

1.1.2 Such opinions may be requested to address one or more of the following concerns:

A. The client believes he/she meets mental health or substance use disorder Access to Care criteria, despite a provider determination to the contrary;
B. The client needs additional information about the need for the services recommended by his/her treatment team and would like this information to come from another source; and
C. The client believes medically necessary, covered services are not being provided.

1.1.3 Providers shall develop policies and procedures for providing requested second opinions.

1.1.4 Providers may request that the second opinion be arranged with another provider agency within the King County BHO network. Such a request should be made in writing to Client Services and be accompanied by an explanation describing why the opinion cannot be provided at the client's current agency.

1.1.5 When a behavioral health professional within the King County BHO network is not available to provide a second opinion, the King County BHO will arrange, at no cost to the client, for an opinion from a provider agency currently contracted with another BHO to provide mental health services to clients.

1.1.6 In all cases, the second opinion must occur within 30 days of the client's request, unless the client requests a delay.

7 Provide information on how enrollees can receive medically necessary out-of-network services when those services are not obtainable within your network or not obtainable within the timeframes specified in the contract (Line 275 42 CFR 438.206(b)(3))

Response: If an enrollee has a need for a medically necessary state plan service that is not available within the King County BHO network, these services shall be made available in accord with the following payment guidelines. This policy is currently in effect for all mental health services and will be applied for all behavioral health services effective in April 2016:

1.1 Claims for Out-of-Area Emergency Services and Out-of-Network Services

1.1.1 Claims shall be submitted to the King County BHO for payment consideration for:

A. Emergency services provided to King County BHO plan Medicaid clients when out of the King County BHO service area

B. King County BHO Plan pre-approved services provided outside the provider network when the network does not have capacity and/or specialty services available.

1.1.2 If deemed valid, the client shall be reimbursed on a fee-for-service basis as determined by the King County BHO on a case-by-case basis.

8 Fully describe how you will coordinate services with the health care system in compliance with this provision, the PIHP contract and good practice. Provide agreements, proposed agreements and policies and procedures (Line 280 42 CFR 438.208(b)(1, 2, & 3))

Response: King County currently requires coordination of care between mental health providers and the health care system, including primary care providers. Compliance with this expectation is monitored at annual contract compliance site visits. This requirement will apply to all King County BHO providers by April 1, 2016. The following is the current King County policy and procedure:

1.1.1 Coordination of care with primary care providers

A. King County BHO provider agencies shall ensure that each client's primary care provider is informed of the name of the BHO provider agency and how best to contact the client's mental health care provider, substance use treatment provider and/or psychiatrist or psychiatric ARNP. Specific staff names need not be mentioned.

B. Should the client change primary care or behavioral health treatment providers, the new providers shall be contacted by the BHO provider agency with the contact information as above.

C. Providers need not provide the above information when:

1. The client requests the information not be sent and the provider BHO agency concurs with this request, or

2. The fact that the agency is providing services and the procedures for contacting the agency are implicit in shared documentation, such as entries by the agency in a nursing home record, shared medical records within an organization that provides both primary care and mental health care, or shared databases regularly used by clinicians, such as the Mental Health Integrated Tracking System (MHITS).

D. For persons without a primary care provider, the behavioral health provider agency shall document efforts to assist the person in establishing care with one.

8.1 As a component of the King County Recovery and Resiliency Plan (2005-present), recovery incentive payments have been utilized to foster system-wide development of recovery and resiliency practices (See Detailed Plan Section VIII Quality Assurance Plan for more details about this process). Two of the recovery performance indicators have addressed this critical coordination activity:

- Collaborative contacts occur with others involved with an individual's care (including primary and specialty health care providers)
- The mental health care plan assesses and includes a goal related to the individual's health care when appropriate. This measure was sunsetted when provider performance met the system-wide target.

8.2 The King County recovery plan was updated and expanded in 2012 to include the substance use treatment system. King County is in the process of reviewing the recovery incentive program and modifying it to be applicable to substance use disorder treatment.

Several King County contracted mental health providers have made significant advances in providing best practice coordinated and integrated behavioral health and primary care services to enrollees. This includes providing primary care services within a community behavioral health setting, as well as providing behavioral health services in primary care settings. Please see Section IV Line 5, pages 4-1 through 4-6 for a complete description.

9 Describe your utilization management system and how it will be modified to provide all utilization management activities, including authorization of services, for substance use disorder services (Line 284 42 CFR 438.210(b)(1, 2, & 3))

Response: As a PIHP, King County RSN has a comprehensive utilization management system in place comprised of activities that comply with all federal and state regulations and contract terms. The King County BHO will assure that all federal and state regulatory and contract requirements for a BHO Utilization Management system are met by April 1, 2016 by adhering to the components outlined below. Reports and analyses of system performance related to these requirements are reviewed within the context of the Quality Management

Plan (See Detailed Plan Section VIII Quality Assurance Program for more details). The following is an outline of the components of the King County BHO Utilization Management system:

9.1 Level of Care Guidelines: King County BHO and its subcontractors shall establish written policies and procedures for authorization of all behavioral health services, including SUD services. King County BHO will have utilization management criteria that include the Mental Health Access to Care Standards, the LOCUS/CALOCUS levels of care guidelines, and the ASAM Levels of Care Guidelines. King County shall use these policies for making decisions about scope, duration, intensity, and continuation of services and will include:

- Criteria for authorization of initial routine services including outpatient and residential treatment programs.
- Establishment of a covered mental health or substance use disorder diagnosis based on the DSM 5.
- Criteria for authorization of inpatient care at a community psychiatric hospital.
- Continuing stay and discharge criteria for routine and inpatient care.
- Any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested is determined by a professional who meets or exceeds the requirements of a Chemical Dependency Professional or Mental Health Professional with the appropriate clinical expertise in treating the enrollee's condition.
- Appropriate clinical staff available 24 hours a day, seven days a week to respond to requests for certification of psychiatric inpatient care in community hospitals. The King County BHO shall adhere to the requirements set forth in the Washington Apple Health Mental Health Services Provider Guide.

9.2 Appointment Standards: The King County BHO will ensure that all contracted providers comply with appointment standards that are consistent with federal and state regulations and contract terms.

9.3 Utilization Management Plan: The King County BHO Utilization Plan will be structured in a way that prevents incentives to individuals or entities to deny, limit, or discontinue medically necessary services.

King County employs a medical director who is qualified to provide guidance, leadership, oversight, utilization and quality assurance for the BHO programs. The following activities are carried out in conjunction with the administrative staff or other clinical staff, but are and will be the responsibility of the King County medical director to oversee. Utilization reviews shall address the following:

- Services requested in comparison to services identified as medically necessary
- A review of youth receiving medication without accompanying behavioral or therapeutic intervention
- Level of care authorized for substance use disorder treatment services based on ASAM criteria in comparison to treatment services provided

- A review of which goals identified in the Individual Service Plan (ISP) have been met, which have been discontinued and which goals have continued need
- Patterns of denials
- Use of evidence-based and other identified practice guidelines
- Use of discharge planning guidelines
- Community standards governing activities such as coordination of care among treating professionals
- Coordination with Tribal and Recognized American Indian Organizations (RAIO) and other individual serving agencies

King County has established criteria for, documents and monitors the following:

- Consistent application of medical necessity criteria and Level of Care guidelines including the use of Access to Care Standards and ASAM placement criteria
- Consistent application of criteria for authorization decisions for continuing stay and discharge
- Appropriate inclusion of providers in utilization decisions
- Over and under-utilization of services

Section VIII. Quality Assurance Plan

1 Describe how you will assure and monitor timely access to care. Consider the access standards in the draft PIHP contract attached for Routine, Urgent and Emergent (Line 277 42 CFR 438.206(c)(1)(i, ii, iii, iv, v, & vi)

Response: King County will contract with a network of behavioral health providers to assure timely access to care, including crisis, assessment, routine outpatient, residential, and inpatient services.

1.1 Crisis services will be provided on a 24 hours a day, seven days a week for all King County individuals referred due to a behavioral health crisis, in accord with the PIHP contractual standards:

1.1.1 Emergent care within two hours of a request.

1.1.2 Urgent care within 24 hours of a request.

1.2 An intake assessment will be offered within 14 calendar days of the request unless the criteria below are met:

1.2.1 An intake assessment has been provided in the previous 12 months that established medical necessity, and;

1.2.2 King County has agreed to use the previous intake as the basis for authorization decisions.

1.3 The first routine outpatient service will be offered within 28 calendar days of the request for service.

1.4 King County will monitor compliance with these standards as described below:

1.4.1 Access standards will be specified in the King County BHO provider contracts.

1.4.2 The King County BHO will require submission of service encounters for emergent and urgent crisis services, requests for service, intake assessments, and medically necessary routine outpatient services.

1.4.3 The King County BHO will routinely track and report non-compliance with timeliness standards, by provider, and for the entire network.

1.4.4 The King County BHO providers will be required to document the reasons for any delays in timely access to crisis, intake and routine outpatient services, including when a client declines an offered appointment.

1.4.5 The King County BHO will conduct routine utilization management site visits and will survey provider logs and individual client records to assess timeliness. The King County BHO will provide technical assistance and/or require a corrective action plan to support any necessary improvements.

1.4.6 The King County BHO will conduct annual contract compliance site visits and will review provider logs and individual client records to assess timeliness, and will require corrective action plans as needed. For residential facilities outside of King County, the County will develop an MOA with other BHOs for the facilities in their region. The King County BHO will specify terms for monitoring and contract compliance and protocols for sharing this information with the King County BHO.

1.4.7 The King County BHO will review provider performance reports at the BHO Quality Improvement Committee (QIC) and initiate a quality improvement plan to address timeliness when system wide results fall below the established benchmark.

2 Describe your plan for quality assessment and a performance improvement program that will assess the implementation of substance use disorder treatment services that meets the standards in the attached contracts. Include the quality structure and planned measurements and activities. (2) Provide a plan to correct any deficiencies identified. (3) Provide the name of the quality manager (Line 292 42 CFR 438; Line 4 RCW 43.20A.895)

Response: The King County BHO will apply all federal and state regulatory and contract requirements for a Quality Assurance and Performance Improvement (QAPI) and ensure that they are met. All QAPI requirements that currently apply to the King County RSN will be applied to the King County BHO. For many years, the EQRO has found the King County RSN in compliance with the QAPI standards. These include:

§ 42 CFR 438.206 Availability of Services-Delivery Network

§ 42 CFR 438.208 Coordination and Continuity of Care—Primary Care and Coordination of Health Care Services for all Enrollees

§ 42 CFR 438.210 Coverage and Authorization of Services

§ 42 CFR 438.114 Emergency and Post-Stabilization Services

§ 42 CFR 438.214 and § 438.12—Provider Selection and Non-Discrimination

§ 42 CFR 438.230 Sub-contractual Relationships and Delegation

§ 42 CFR 438.236 Practice Guidelines

§ 42 CFR 438.240 Quality Assessment and Performance Improvement Program

§ 42 CFR 438.242 Health Information Systems

In addition to these federal regulations, King County BHO will fulfill all DSHS BHO/PIHP contract terms related to QAPI, including:

2.1 Participate with DSHS in the implementation, update and evaluation of the DBHR Quality Strategies. Currently King County participates in all state sponsored quality

committees such as the RSN/DBHR monthly partnership, the DQ4/PIWG, the Children's Mental Health Committee, the Quality Managers Committee, the DSM5/ICD 10 Access to Care committee, the Financial Work group, the WISe implementation group, and numerous ad hoc committees. King County staff members will continue participation in these groups and any newly established quality work groups.

2.2 Provide quality improvement feedback to DBHR, King County behavioral health providers, the King County Behavioral Health Advisory Board (BHAB), and other interested parties and maintain documentation of the activities and provide it to DSHS upon request. This requirement is currently fulfilled through King County's participation in the work groups listed above, through routine partnership meetings with the mental health and SUD providers, and through the soon to be reorganized Mental Health Advisory Board and Alcoholism and Substance Use Administrative Board. Meeting minutes document these activities and will be provided to DBHR upon request.

2.3 Participate with DSHS in quality review activities. The King County cooperates fully with DSHS quality reviews, including state fiscal audits, EQRO site visits, provider network site visits, ad hoc complaint investigations, HIPAA reporting, licensing and certification reviews, task forces (e.g., the Community Alternatives to Boarding Task Force), and any other review activities as required. Numerous King County staff participate in fulfilling these requirements, including the Division Director, the Chief Fiscal Officer, the RSN Administrator, the Alcohol and Drug Coordinator, the Medical Director, the Coordinator of Contract and Cross System Services, the Coordinator of Mental Health Clinical and Quality Management Services, the Managed Care Specialist/Privacy Officer, and the Coordinator of Crisis and Commitment Services.

2.4 Practice guidelines are systematically developed to assist in decisions about appropriate behavioral health treatment. The King County RSN currently has several mental health practice guidelines (e.g. Developmental Guidelines, Diagnosis Specific Guidelines for adults and children, Practice Protocols for Peer Support, Practice Protocols for Recovery and Resiliency Oriented Mental Health Services, etc.).

Prior to April 1, 2016, King County will develop at least one new practice guideline focused on the substance use disorder treatment system, in accord with the requirements outlined in the DSHS BHO/PIHP contract. In addition, current practice guidelines originally developed for the mental health system will be evaluated and revised, when appropriate, for use as guidelines for all behavioral health providers (e.g., Practice Protocols for Recovery and Resiliency Oriented Behavioral Health Services).

2.5 External Quality Review (EQR): Historically, King County has fully engaged in all EQR site review activities, including providing documentation, reports, and data in advance of the yearly on-site visit. King County contracted mental health providers have cooperated fully with Encounter Data Validation, clinical chart reviews, and special quality studies. King County and provider staff have valued the opportunity to

obtain the perspective and feedback provided by external reviewers as an integral component of our QAPI program.

In preparation for becoming the BHO, a single policy and procedure manual is being developed that contains the compliance standards and activities required of a Medicaid PIHP. Since RSN staff members are experienced with EQR reviews, the expansion of the federal review requirements to the substance use disorder treatment system will be relatively straightforward.

2.6 Encounter Data Validation (EDV) Reports: Currently the contract team, in concert with the Information System coordinator and the system performance evaluation team conduct EDVs annually. The previously distinct mental health and substance use disorder contract teams have been integrated since December 2014, and contract monitors have been cross trained. The staff members of all three sections have expertise in and support both mental health and substance use business. This approach will continue after integration in April 1, 2016. Therefore, applying the EDV requirement across the entire BHO will be straightforward.

2.7 Performance Improvement Projects: Beginning April 1, 2016, King County will determine where improvement is needed, in alignment with the DSHS Strategic Plan, and continue to conduct or implement at least three (3) performance improvement projects (PIPs), at all times. King County RSN currently has two pending PIPs focused on mental health services. A third PIP will be developed prior to April 1, 2016, and will focus on substance use disorder treatment practices. King County is fortunate to have an experienced researcher and evaluator on staff that has been responsible for PIP development and documentation for over ten years, and will therefore apply considerable expertise to the process of developing the third PIP. The King County provider network, enrollees and other stakeholders will be involved in the development of this new PIP.

2.8 Core and Regional Performance Measures: King County RSN currently collects and reports on core and regional performance measures in accord with the DSHS RSN/PIHP contract. King County staff members have participated with DBHR and HCA in the development of current and future performance measures, in accord with legislative mandates associated with behavioral health and whole health integration initiatives. King County currently has considerable staff expertise to assure compliance with additional reporting requirements associated with the BHO. At a minimum, King County BHO will assure that the following measures are tracked and reported beginning April 1, 2016:

- Core Performance Measure #1: Psychiatric Hospitalization Readmission Rate
- Core Performance Measure #2: Mental Health Treatment Penetration
- Core Performance Measure #3 Substance Use Disorder Treatment Penetration
- Core Performance Measure #4 Substance Use Disorder Retention

King County will assess its current regional performance measures, and will determine whether to continue those measures, and/or add additional measures

relevant to the substance use disorder treatment system, in accord with the DSHS BHO/PIHP contract terms.

As a component of the King County Recovery and Resiliency Plan (2005-present), several performance measures have been identified as indicators of individual enrollee recovery. Annual performance incentive payments have accrued to mental health agencies meeting their targets for these measures. This systematic focus on recovery indicators has resulted in increases in peer support specialist services, employment, more timely post-stabilization services for individuals leaving inpatient settings or jail, comprehensive developmental assessments for children/youth, client voice/choice, integration of primary healthcare goals in the mental health individual service plan, and increased contacts between mental health providers and others involved in an individual's care. The King County BHO will undertake an evaluation of the substance use recovery incentive program to determine how to align it with the DSHS Strategic Plan and the King County Behavioral Health Recovery and Resiliency Plan.

2.9 Evidence/Research-Based Practices: King County will participate with DSHS to increase the use of research and evidence-based practices, with a particular focus on increasing these practices for children and youth receiving mental health treatment services as identified through legislative mandate. In addition, King County will maintain its current focus on evidence-based practices for substance use and co-occurring disorders, for both children and adults. Any effective BHO must assure that high quality, science-based practices are available to promote improved outcomes for those served.

2.10 Quality Structure: Attachment VIII-A is a drawing of the King County BHO Quality Management Structure which will be fully in place on April 1, 2016. Attachment VIII-B is the current King County RSN Quality Management Plan which will be revised to incorporate changes resulting from formation of the King County BHO in April 1, 2016. In accordance with federal and state regulations, the Quality Management Program itself must be monitored and evaluated periodically, and results documented in the Quality Management Plan Evaluation Report. An example of the most recent report is included as Attachment VIII-C. The QIC shall monitor the QMP at a minimum of every two years, and more frequently as needed. In the initial years of the King County BHO, the QMP will be monitored every six months.

Before April 1, 2016, King County will identify and prioritize the key measures that it will track and monitor related specifically to SUD services. Some of the measures that have been tracked for the mental health system will also be important to monitor as it becomes a BHO responsible for all behavioral health services (e.g., timely access to care, over/underutilization of services, grievances, etc.). New measures will be developed to address the transition to a BHO, including but not limited to, the impact on client outcomes, utilization of substance use disorder residential services, penetration rates, etc.

Quality improvement initiatives and performances measures are routinely monitored by the King County Plan Management Group (PMG), the Quality Improvement

Committee (QIC), and the King County MHCADSD Management Team. (See Quality Management Plan and Structure above). Individual plans to address and correct substandard program and system performance deficiencies will be developed, depending upon the nature and urgency of the identified problem(s).

2.11 Quality Management Leads: Jean Robertson, Assistant Division Director/RSN Administrator; Brad Finegood , Assistant Division Director/Prevention and Treatment Coordinator; Kathy Crane, Coordinator of Mental Health Clinical & Quality Management Services; Karen Spoelman, Coordinator of Cross System and Contract Services; Maria Yang, Medical Director.

3 Describe how you will assure that required evaluations and notifications are performed. Include all agreements and arrangements in-place or planned with all entities with shared responsibility for administration, i.e., CDPs, jails, courts, and Department of Corrections (Line 29 RCW 70.96A.142)

Response: This section of the RCW describes required evaluations and notifications for individuals subject to a discharge review under RCW 71.05.232. King County will work with the Department of Corrections, local jails and contracted behavioral health treatment providers to ensure that required evaluations and notifications are performed for identified individuals. In order to make this happen, King County will develop an annual memorandum of agreement (MOA) with the Department of Corrections (DOC) and local jails to ensure the required notifications and coordination occur. Additionally, language will be included in all King County BHO provider contracts, as appropriate, to ensure the required evaluations and notifications occur.

Below is a timeline and steps to ensure the appropriate agreements and contracts are in place:

3.1 King County has active agreements in place with the King County Department of Adult and Juvenile Detention (who operates the two King County jails), the City of Issaquah, the City of Kirkland, and the South Correctional Entity (SCORE). Those current agreements are attached. King County also has historically had agreements with the City of Enumclaw Police Department and the City of Kent Corrections Facility. These two agreements are in the process of being renewed. As part of the 2016 updated MOA's with all local jails, King County will include the following language: "the King County Chemical Dependency Specialist employed by King County MHCADSD will be required to respond to and evaluate an individual within 72 hours when notified by the jail that a person subject to a discharge review under RCW **71.05.232** is to be released to the community". All MOAs shall be in place by April 1, 2016.

3.2 King County intends to negotiate a MOA with DOC as part of coordinating all BHO business. As part of that negotiation, King County will include procedures that comply with the requirements for evaluations and notifications in compliance with RCW 70.96A.142. King County plans to include the following language in the MOA:

- "When a designated chemical dependency specialist becomes aware that an offender who is under court-ordered treatment in the community and the

supervision of the department of corrections is in violation of a treatment order or a condition of supervision that relates to public safety, or the designated chemical dependency specialist detains a person under RCW 70.96A.142, the designated chemical dependency specialist, with the proper release of information, shall notify the department of corrections".

- "When an offender who is confined in a state correctional facility or is under supervision of the department of corrections in the community is subject to a petition for involuntary treatment under RCW 70.96A.142, the designated chemical dependency specialist shall notify the department of corrections, with the proper release of information, and the department of corrections shall provide documentation of its risk assessment or other concerns to the designated chemical dependency specialist and the court if the department of corrections classified the offender as a high risk or high needs offender."

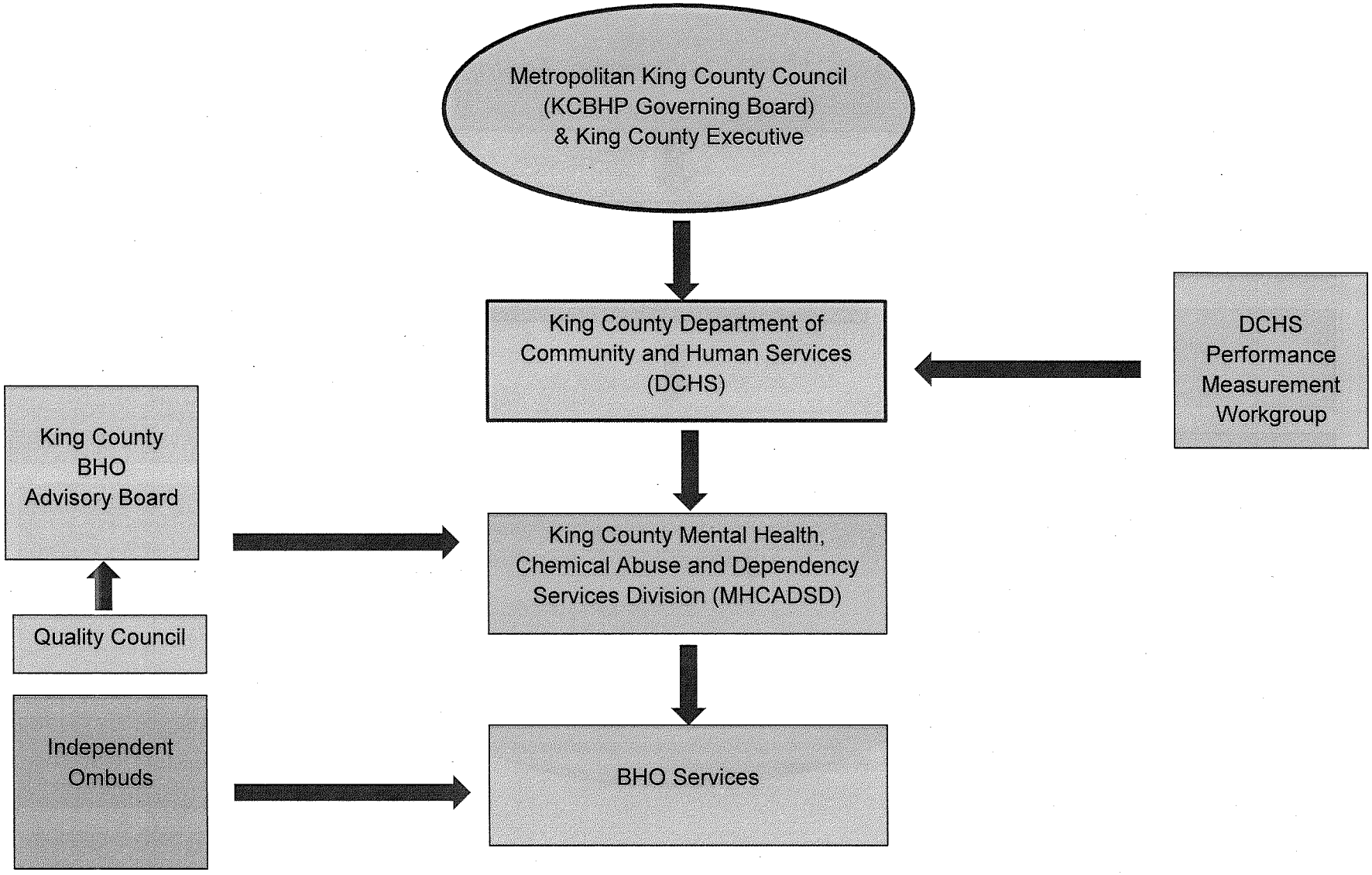
King County anticipates having an MOA in place by February 2016.

3.3 King County will include requirements in its BHO Policies and Procedures (P&P) manual for all contracted providers that detail the treatment providers' role and responsibility in providing notifications and evaluations as required under this law. King County is in the process of developing it BHO P&P. The new BHO P&P will be completed in draft form for provider review by December 31, 2015.

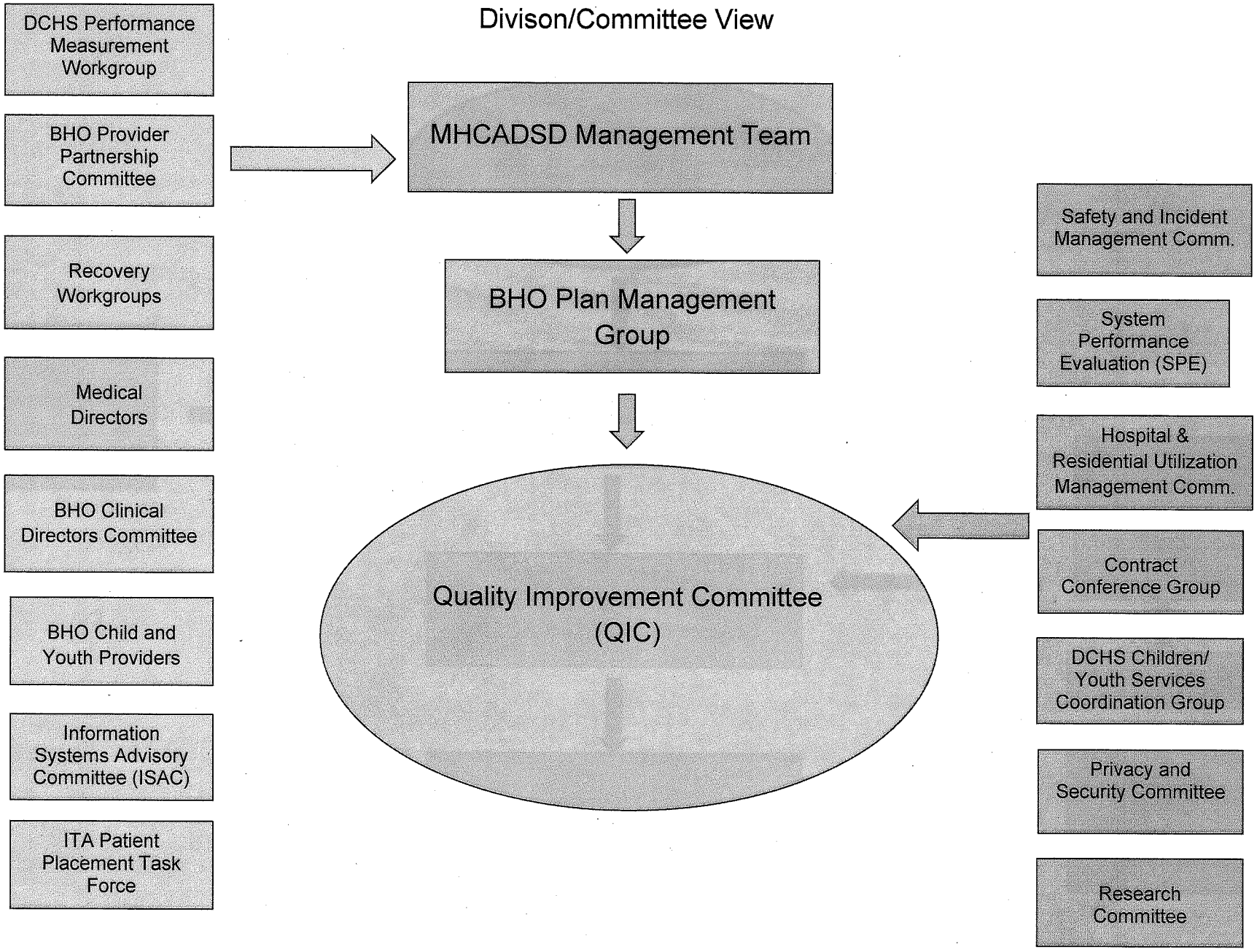
King County employees a Chemical Dependency Specialist for the region. As the King County BHO, the County will assure that the Chemical Dependency Specialist is available to conduct evaluations as required under this law and coordinate with the jails and DOC.

King County Behavioral Health Plan (KCBHP)
Quality Management Structure
April 2016 →

County Departmental View



King County Behavioral Health Plan (KCBHP)
Quality Management Structure
April 2016 →
Divison/Committee View



King County Regional Support Network
Quality Management Plan
2014-2015

Background

Purpose statement: The Quality Management Plan (QMP) of the King County Regional Support Network (KCRSN) is designed to assure effective and efficient management of the publicly funded mental health system in King County. The QMP outlines comprehensive, systematic approaches to assure that care is timely, accessible, appropriate and effective for consumers, and cost-effective for the system. The QMP is designed to be responsive to the needs of consumers, and is guided by the principles of recovery, resilience, and trauma-responsive care.

Goals: The goals of the QMP are to:

1. Identify and implement effective and efficient quality management practices.
2. Incorporate the principles of recovery, resilience and trauma-responsive care in all quality management practices.
3. Clarify roles and responsibilities within the quality management program.
4. Ensure compliance with external requirements.
5. Define processes for establishing quality priorities, developing strategies that result in improvement, identifying appropriate measurement strategies, and monitoring the impacts of improvement efforts.
6. Assure that the voices of consumers, providers, and other stakeholders are incorporated in all quality management activities.
7. Identify and implement effective methods of communication regarding KCRSN quality management activities.
8. Promote data informed decision-making and system accountability.
9. Evaluate and promote continuous improvement of the quality management program.

Structure: The KCRSN quality management program incorporates quality planning, quality assurance, and quality improvement. The QMP describes major functions, organizational relationships, responsibilities, and decision-making processes. *Attachment I is a visual representation of the KCRSN QMP structure.*

Scope: The QMP addresses:

- All mental health services, regardless of funding source
- All levels of care (crisis, outpatient, residential and inpatient)
- Clinical practices (e.g., standards, guidelines, Evidence Based Practices)
- Administrative practices (e.g., fiscal, management information systems, contracts, policies and procedures)
- Consumer rights, satisfaction and outcomes

Authority: The QMP meets the following federal, state and local requirements:

- 42 CFR Part 438 Managed Care
- WAC 377-877, 388-877A, and 388-865; Department of Social and Health Services/Behavioral Health Integrated Services Administration/Division of Behavioral Health and Recovery (DSHS/BHSIA/DBHR) – Community Mental Health and Involuntary Treatment Programs
- Federal 1915(b) Waiver
- The DSHS/BHSIA/DBHR Regional Support Network Contract and Prepaid Inpatient Health Plan Contract

Metropolitan King County Council

The KCRSN is a component of the King County Mental Health, Chemical Abuse and Dependency Services Division/Department of Community and Human Services (MHCADSD/DCHS). The DCHS is part of King County government's executive branch and reports to the County Executive, an elected official. The Executive forwards department plans and budgets to the Metropolitan King County Council with recommendations for implementation. The Council is the governing body for KCRSN.

King County Mental Health Advisory Board (KCMHAB) and Quality Council (QC)

The KCMHAB is a volunteer citizen board that advises the KCRSN regarding the RSN's mission, goals, policies and operations. It also advocates for the resources necessary to provide quality mental health services. The QC is one of four standing committees of the KCMHAB. The QC makes recommendations to the board about the KCRSN Quality Management Plan and other issues pertaining to the quality of client care. *Appendix A is the QC Charter.*

Aspects of Quality Management

Quality Planning

Core concepts: Quality planning utilizes organized processes to identify short and long-term quality goals, establish priorities, and develop/implement work plans. Planning incorporates external requirements, statewide quality improvement initiatives, and KCRSN-specific needs.

Functions: **Plan Management Group (PMG) has principal responsibility for the planning and coordination functions of the KCRSN**. PMG is also the designated Fraud and Abuse Compliance Committee. PMG is comprised of KCRSN management staff and reports to the MHCADSD Management Team. *Appendix B is the PMG charter.*

Processes/Activities: PMG reviews all KCRSN operations (e.g., organizational structure, clinical performance, contract, fiscal and information systems management, and stakeholder input). PMG helps to determine KCRSN priorities and implement system

wide changes. PMG oversees the development of provider contracts, the KCRSN Mental Health Plan Policy and Procedure manual, and KCRSN internal policies and procedures.

Quality Assurance

Core concepts: Quality assurance (QA) is a set of processes by which performance is evaluated against established goals, standards and requirements.

Functions: QA processes determine the level of compliance with contract terms and policies and procedures. QA processes identify successes and/or the need for corrective actions, technical assistance, and quality improvement efforts.

Processes/activities: QA processes include:

- Provider credentialing -- Determines whether providers meet the standards to be a member of the KCRSN provider network
- Contract performance reviews -- Evaluates provider administrative and clinical performance utilizing ongoing monitoring processes and onsite reviews
- Data collection, analysis and reporting – Establishes targets for, and measures system performance and consumer outcomes
- Encounter validation and data quality assurance – Assures accuracy of service reporting
- Fraud and abuse compliance --- The MHCADSD Fraud and Abuse Compliance Officer investigates allegations of fraud and abuse as defined in the Fraud and Abuse Plan and reports to PMG and the Division Director.

Quality Improvement

Core concepts: Quality improvement (QI) processes provide an organized approach to system improvement.

Functions: **The Quality Improvement Committee (QIC) is the QI committee for the KCRSN.** QIC meets bi-monthly and is comprised of management, the Quality Review Team (QRT), and other lead staff from MHCADSD. *Attachment C is the QIC Charter.*

Processes/activities: QIC reviews standard and ad hoc reports (e.g. management indicators, report cards, grievance reports. etc.) and recommendations from QI work groups. QIC also reviews annual summary reports of agency site visits. QIC monitors trends over time, detects potential problem areas, and identifies appropriate methods to address concerns. QIC is responsible for developing and/or approving quality improvement projects, identifying data sources and elements, establishing work plans, assigning the needed resources and monitoring implementation.

QIC has the authority to charter ongoing and ad hoc QI work groups. The composition of work group membership is determined by topic, functional responsibility, interest,

subject matter expertise, and/or technical skills. Work groups may include consumers, advocates/family members, and representatives from mental health agencies.

The work of the following standing work groups is reported to QIC periodically:

- **System Performance Evaluation (SPE)** ---SPE is comprised of KCRSN program evaluators, researchers, and data analysts. *Appendix D is the SPE charter.*

- **Clinical Services Team (CST)**—CST is comprised of the Coordinator of Clinical and Quality Management, the clinical specialist, care authorizers, the client services specialist, the recovery specialist, children's mental health specialists, the QRT, and the medical director.

- **Contract Conference Group**---Comprised of KCRSN contract staff, this group develops, implements, and monitors provider contracts, site review processes, and other quality assurance activities.

- **Safety and Incident Management Committee (SIM)**---This Committee is comprised of MHCADSD staff, including the medical director, the two assistant Division Directors, contracts and cross system coordinator, clinical and quality management coordinator, crisis and commitment coordinator, clinical and client services specialists, as well as program managers and contract monitors from the substance abuse section. *Appendix E is the Committee charter.*

- **Research Committee**---This Committee is comprised of MHCADSD research, evaluation, information system, and clinical staff. *Appendix F is the Committee charter.*

- **Hospital and Residential Utilization Management Committee (HR-UM)**— This Committee is comprised of KCRSN staff, including the medical director, contracts and cross system coordinator, clinical and quality management coordinator, crisis and commitment coordinator, clinical, hospital and residential services specialists. *Appendix G is the Committee charter.*

- **Patient Placement Task Force**—This Task Force is facilitated by the Crisis and Commitment coordinator. Members include representatives from involuntary treatment facilities and hospitals, deputy prosecuting attorney for ITA court, Community Psychiatric Clinic Hospital Liaisons, King County RSN representatives, and others by meeting invitation. *Appendix H is the Task Force charter.*

- **Privacy and Security Committee** --- This Committee is chaired by the Privacy Officer and is comprised of the Assistant Division Director, medical director, crisis and commitment coordinator, security officer and program leads from the mental health and substance abuse sections. *Appendix I is the Committee charter.*

Other work groups/teams are instrumental components of the KCRSN quality management system. The work of these groups is reported by senior management staff to PMG and/or MHCADSD and DCHS Management Teams:

- **Mental Health Provider Partnership Committee**: This Committee is comprised of KCRSN staff and provider agency executive directors. It is chaired by the Division Director and Assistant Director and meets monthly. This group has no formal charter.

- **Information System Advisory Committee (ISAC)** ---This Committee is comprised of KCRSN and provider agency information systems staff. It reports to the MHCADSD Management Team. *Appendix J is the Committee Charter.*

- **King County Department of Community and Human Services (DCHS) Performance Measurement Workgroup**---This group is sponsored by the DCHS director; the KCRSN SPE Coordinator and Data Analyst are members. This group has no formal charter but is mandated by the King County Executive to develop and report on performance measures linked to the DCHS priority goals.

- **King County Mental Health Ombuds**--- Mental Health Ombuds Service is an independent agency (per Washington Administrative Code) that serves adult clients, and parents or guardians of children who are clients within the publicly funded mental health system of King County. The service provides a way for consumers and family members to address concerns related to mental health care. The Ombuds will research and investigate concerns, advocate for the client's expressed interest, and facilitate a resolution. The Ombuds can assist with formal grievance procedures, including preparation for a State of Washington Fair Hearing. Ombuds staff attend Partnership Group, Clinical Directors Committee and Quality Council.

- **Medical Directors Committee**---This Committee is comprised of the KCRSN and provider medical directors.

- **Clinical Directors Committee**---This Committee is comprised of the KCRSN clinical specialist, clinical and quality management coordinator, medical director and crisis/commitment coordinator, recovery specialist, the Ombuds office, and the clinical directors from the provider agencies. *Appendix K is the Committee charter.*

- **Children and Youth Provider Committee**---This Committee is a subcommittee of the Clinical Directors, comprised of KCRSN children's mental health specialist staff and the children's clinical directors from the provider agencies.

- **Recovery and Resiliency Advisory Committee (RAC), Voices of Recovery (VOR), Recovery Leadership Team (RLT)---**These three distinct groups support the King County Recovery and Resiliency Plan. The RAC is comprised of KCRSN staff, provider, stakeholder and consumer representatives. The mission of this group is to advise the KCRSN, and participate in the implementation of the King County Recovery and Resiliency Plan, in accordance with the Metropolitan King County Council Ordinance. *Appendix L is the Committee charter*. The VOR is comprised entirely of consumers, including QRT staff, and provides consumer voice to support the Recovery and Resiliency Plan. The RLT is an MHCADSD internal work group comprised of the Assistant Division Director, recovery specialist, contracts and cross system coordinator, clinical and quality management coordinator, the chief financial officer, and the RSN managed care specialist; the RLT mission is to support the implementation of the Recovery and Resiliency Plan.

Plan Evaluation

The components of the KCRSN QM Plan are evaluated continuously by PMG and QIC. A bi-annual QMP evaluation report is prepared that includes: 1) a summary of QI activities, projects, and products; 2) an evaluation of the overall effectiveness of these efforts; and 3) progress toward improving clinical and administrative practices. *See Attachment II.*

Quality Management Plan Appendices

A. Quality Council Charter
B. Plan Management Group Charter
C. Quality Improvement Committee Charter
D. System Performance Evaluation Section Charter
E. Safety and Incident Management Committee Charter
F. Evaluation and Research Committee Charter
G. Hospital and Residential Utilization Management Work Group Charter
H. Patient Placement Task Force Charter
I. Privacy and Security Committee Charter
J. Information System Advisory Committee Charter
K. Clinical Directors Committee Charter
L. Recovery Advisory Committee Charter

Other Attachments to the Quality Management Plan

I. KCMHP Quality Management Structure –current version
II. KCRSN Quality Management Program Evaluation Report –latest bi-annual report

King County

II. Quality Management Program 2013-2014 Evaluation Report

KING COUNTY REGIONAL SUPPORT NETWORK

AUGUST 2015

EXECUTIVE SUMMARY

The Quality Management Program (QMP) of the King County Regional Support Network (RSN) is designed to assure effective and efficient management of the publicly funded mental health system in King County. This report provides a summary of quality management activities undertaken during 2013-2014, including an evaluation of the effectiveness of these activities.

This report is reviewed by the King County RSN Plan Management Group (PMG), Quality Improvement Committee (QIC), and the Mental Health Advisory Board. The King County RSN Administrator has final approval authority.

King County RSN is responsible for ensuring medically necessary mental health services are available and provided to Medicaid enrollees and, within available resources, to other King County residents who meet eligibility criteria. Crisis and commitment services are provided to all individuals within the boundaries of King County regardless of a person's income.

Persons Served:

CY2013	CY2014	
35,253	41,523	Medicaid individuals served in all services during this report period (King County Mental Health Client Information System database)
235,407	430,794	Total Medicaid enrollees (newly eligible entered system January 2014) (DSHS SCOPE reports)
13.6%	8.8%	Medicaid outpatient penetration rate (Statewide averages: 10.3% in 2013; 7.4% in 2014—from DSHS SCOPE reports)
9896	7902	Non-Medicaid individuals served in all services during this report period (King County Mental Health Client Information System database)
0.4%	0.3%	General population Non-Medicaid penetration rate (Statewide averages: 0.6% in 2013; 0.4% in 2014 —from DSHS SCOPE reports)

Major Accomplishments in 2013-2014

1. Ongoing implementation of Mental Illness and Drug Dependency Plan (MIDD) strategies to increase and improve services for persons with mental illness and/or substance abuse disorders. Annual MIDD Evaluation Reports to the King County Council, including program and individual outcomes.

2. Continued implementation of the King County Recovery and Resiliency Plan (2005-present), including but not limited to:

   a. Incentive payments for performance on recovery indicators;
   b. System-wide training in recovery, resiliency, and trauma-informed car;
   c. Annual recovery conference for consumers and providers, held during Recovery Month;
   d. Increases in peer staff and peer services;

e. Recovery services in mental health court; and
f. Strategies to improve employment outcomes (e.g., fidelity supported employment provider network).

3. Leadership in establishing partnerships with five Apple Health Plans of Washington to develop data sharing protocols and improve care coordination for Medicaid enrollees.

4. Intensive utilization management of Western State Hospital (WSH), community psychiatric hospitals, adult mental health residential treatment facilities, and the Children's Long Term Inpatient Programs.

5. Systematic improvements to eliminate single bed certifications and accelerate access to crisis services, diversion resources, and appropriate inpatient services.

6. Implementation of the Peer Bridger Program, funded by the Washington State Attorney General's Office, Division of Consumer Protection via a *cy pres* grant (April 2013-December 2015).

7. Implementation of the Transition Support Program, funded by the Medicaid Psychiatric Emergency Demonstration project savings and funds authorized through ESSB 5480, to reduce psychiatric "boarding." (Since the Supreme Court decree in late 2014 these occurrences have been redefined, and are now called single bed certifications).

8. ESSB 5480 funds also allowed for expansion of the MIDD funded Mobile Crisis Outreach team and restoration of Next Day Appointment capacity to 2008 levels.

9. Successful procurement of two new 16-bed Evaluation and Treatment Facility providers. The new E&Ts (licensed as RTFs) will be located in an under-served part of the county by mid-late 2016.

10. Successful establishment of a free-standing, family-run, family support organization, Guided Pathways, Support for Youth and Families (GPS).

11. Continued implementation of the five-year (2010-2015) Substance Abuse and Mental Health Services (SAMHSA) Mental Health Transformation Grant to implement the King County Trauma Informed Care Project in order to enhance the public mental health system's capacity to provide services and supports from a trauma-informed perspective. In addition, King County was one of six national sites invited by the National Center for Trauma Informed Care to participate in the first Virtual Learning Network (VLN) on the implementation of SAMHSA's "Concept of Trauma and Guidance for a Trauma-Informed Approach."

12. Continued refinement of provider contract monitoring activities to increase efficiencies, reduce unnecessary burden, assure compliance with federal and state requirements, and improve the quality of care provided.

13. Alignment of the King County RSN Policies and Procedures manual to reflect the State's revisions to Washington Administrative Code requirements.

QUALITY MANAGEMENT PROGRAM EVALUATION REPORT

A. OVERVIEW

Sources of funding and mental health services provided with that funding

Medicaid Funds

- *State Plan services*. The following State Plan services, as approved by the Centers for Medicare and Medicaid Services, are provided to Medicaid enrollees based on medical necessity:
  - Brief intervention treatment
  - Crisis and stabilization
  - Day support
  - Freestanding evaluation and treatment facility
  - Psychiatric inpatient services
  - Individual, family and group treatment
  - Intake evaluation
  - High intensity treatment
  - Medication management
  - Medication monitoring
  - Mental health services provided in a residential setting
  - Peer support
  - Psychological assessment
  - Rehabilitation case management
  - Special population evaluation
  - Therapeutic psycho-education

State-Only Funds

- *First priority services*. The following services are provided to individuals not covered by Medicaid, and to Medicaid enrollees for Medicaid services not listed above:
  - Crisis and stabilization
  - Involuntary Treatment Act
  - Freestanding evaluation and treatment facilities, including those classified as an Institution for Mental Diseases (IMD)
  - Psychiatric inpatient
  - Residential
- *Second priority services*. When resources are available, medically necessary State Plan services listed above are provided to members of priority populations not covered by Medicaid.
- *Proviso-funded services*.
  - Since 2008, King County RSN has operated two full Programs for Assertive Community Treatment (PACT) teams, based on the Washington State PACT fidelity model.
  - King County RSN utilized PALS proviso funding (2011-present) to support individuals in the community who otherwise would be hospitalized at WSH or a community hospital.
  - Jail services proviso funding is utilized to provide linkages and essential supports to promote successful community tenure for formerly incarcerated individuals.

- ESSB 5480 funds utilized for expansion of the Mobile Crisis Team, restoration of Next Day appointment capacity, and funds to operate two new 16-bed Evaluation and Treatment Facilities.

Mental Illness and Drug Dependency (MIDD) Funds – One-tenth of 1% sales tax revenues

- Since 2009, local sales tax funds have supported the provision of additional services, supports, and interventions that would otherwise not be available due to the limitations or restrictions of federal/state funding. The MIDD plan comprises nearly forty separate strategies, addressing the following areas:
  - Community-based care
  - Programs targeted to help youth
  - Jail and hospital diversion
  - Domestic violence and sexual assault survivors
  - Expansion of drug court
  - Increased supportive housing resources

- A majority of the original MIDD strategies have been fully implemented. The annual MIDD evaluation report describes the effectiveness of these strategies. The MIDD will be subject to renewal by the King County Council before December 2016.

Veterans and Human Services Levy

- Multi-year county tax that supports a range of services and programs for veterans, military families, and other needy individuals. Strategies managed by MHCADSD include:
  - Integrated database to identify and prioritize homeless, vulnerable individuals who might benefit from supportive housing
  - Forensic Assertive Community Treatment (FACT) Team and associated evaluation activities
  - Forensic Integrated Reentry Support and Treatment (FISH)

Other Funds Received from the State

- Division of Children and Family Services funds, for:
  - Co-funding children's crisis outreach and intensive stabilization services
- Mental Health Block Grant funds, for:
  - Children's crisis outreach services
  - Geriatric outreach services
  - Tribal contracts and tribal driven services
  - Consumer training and consumer driven services in a certified clubhouse, Hero House
  - Forensic Integrated Re-entry Support and Treatment (FIRST)
- Offender Reentry Community Safety Program, for:
  - Mental health and other services for offenders leaving state correctional facilities
- Projects for Assistance in Transition from Homelessness:
  - Mental health, substance abuse, and housing assistance for homeless individuals

The network of organizations that provide the services

- 20 State-licensed community mental health agencies
- 2 Mental health clubhouses (ICCD and State-certified)
- 4 Consumer and advocate operated organizations, including a family support organization
- 2 Tribes that provide tribal based mental health services
- State-certified involuntary commitment services operated by King County RSN
- 1 King County contracted Evaluation and Treatment Facility licensed as Residential Treatment Facilities (RTFs).

B. Structures and Processes to Plan, Evaluate, and Improve the Quality of Mental Health Services

Quality Planning

Plan Management Group (PMG)

- Responsible for the planning and coordination functions of the King County RSN
- Designated Fraud, Waste, and Abuse Compliance Committee
- Comprised of King County RSN management staff
- Reviews all King County RSN operations
- Determines King County RSN priorities and implements system wide changes
- Oversees the development of provider contracts and policies and procedures

Quality Assurance

King County RSN Contract Team

- Provider credentialing
- Annual provider contract performance reviews
- Data collection, analysis and reporting
- Encounter validation and data quality assurance
- Fraud, waste, and abuse monitoring

Quality Improvement

Quality Improvement Committee (QIC)

- The quality improvement committee for King County RSN
- Comprised of King County Mental Health Chemical Abuse and Dependency Services Division (MHCADSD) management, Quality Review Team, and MHCADSD lead staff (inclusive of PMG)
- Reviews standard and ad hoc reports from QI work groups
- Reviews annual summary reports of agency site visits
- Monitors trends over time, detects potential problem areas, and identifies appropriate methods to address concerns

- Is responsible for developing and/or approving quality improvement projects, identifying data sources and elements, establishing work plans, assigning the needed resources, and monitoring implementation
- Reviews and monitors Performance Improvement Projects (PIPs)
- Has the authority to charter ongoing and ad hoc QI work groups

Other RSN, provider, and stakeholder chartered work groups or committees

- Includes Safety and Incident Management, Privacy and Security, Provider Partnership, Recovery Advisory, Voices of Recovery, Clinical Directors, Medical Directors, Information System, and other work groups
- Groups analyze reports and data, develop and implement provider and system level quality improvement initiatives

C. Quality Management Program Priority Goals for 2013-2014

As a key component of its quality management program, King County RSN routinely monitors a comprehensive set of process and outcome indicators. In 2013-2014, special attention was paid to the following subset of indicators, due to concerns about performance results in 2011-2012, and/or because they were part of our targeted quality improvement work plan. Section D details the goals, data collection methods, quality improvement activities, barriers/trends, performance results, and recommendations for the next report period.

Note: Results are based on data available as of August 2015.

1. Access to and Availability of Services

a. Timely offer of intake
b. Timeliness of services to persons who are incarcerated
c. Timeliness of services to persons who are hospitalized
d. Number of involuntarily detained individuals who are "boarded" in hospital emergency rooms or medical units due to a lack of psychiatric inpatient beds
e. WSH census is maintained below allocated bed capacity

2. Quality and Appropriateness of Services Promoting Recovery and Resiliency

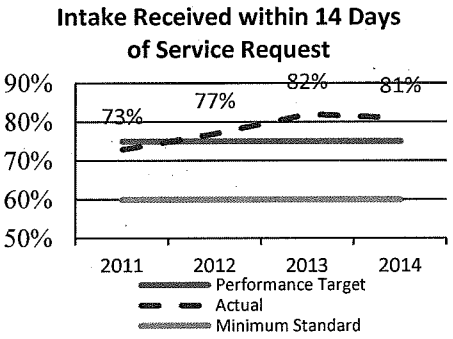
a. Numbers of peer support staff employed by providers, and number of peer support services
b. Employment for adult consumers
c. Over/under utilization of residential services
d. Children/youth receiving intensive stabilization services (CCORS-ISS) avoid out- of-home placement and/or hospitalization
e. Consumer satisfaction with services as reported on the annual MHSIP survey

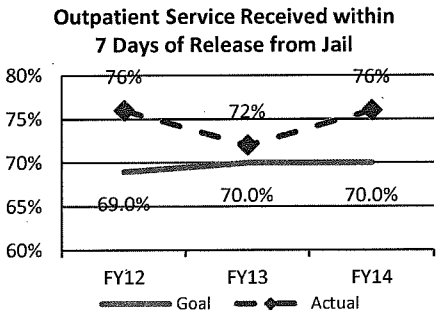
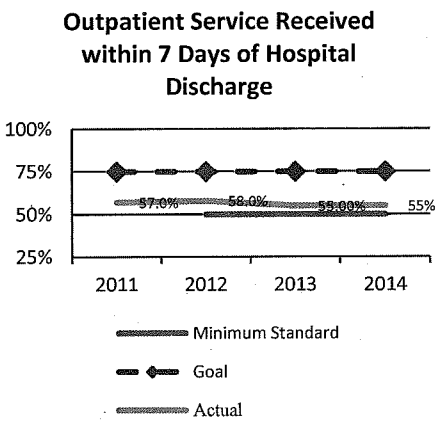
3. *Coordination of Services*
   a. Contacts occur with others involved in the care and support of:
      i. Children, youth, and families; and
      ii. Older adults

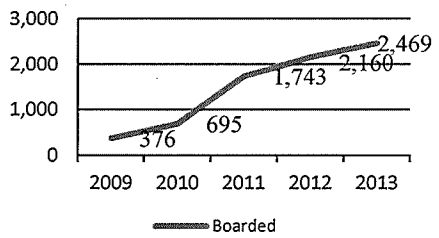
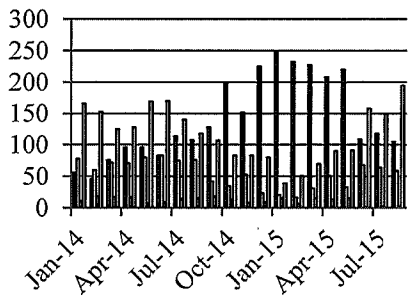
4. *Monitoring, Data Integrity, and Safety/Incident Management*
   a. Encounter validation results meet state contract target
   b. Grievances, appeals and fair hearings are addressed in compliance with federal/state regulations and system trends are identified
   c. Critical incidents are monitored and reviewed for trends

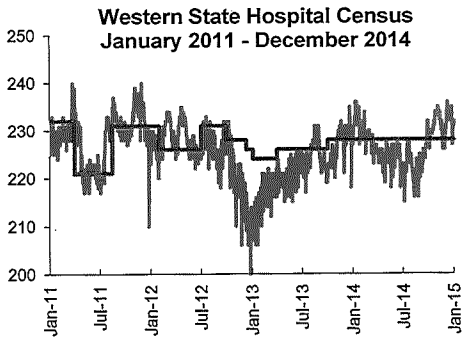
5. *Business Processes*
   a. Timely reimbursement of ITA court costs by other RSNs

D. Quality Performance Indicators

1. Access to and Availability of Services	Report Period Performance
1a Goal: The time from a service request to an intake service shall be within 14 days. Performance Target 75%, Minimum Standard 60%. (No longer a state contract performance measure; minimum standard noted for historical performance purposes only.)	**82% = 2013** **81% = 2014** ▲ Performance Target Exceeded
Numerator/Denominator: Number of Medicaid clients who received an intake service within 14 days of the service request / Number of Medicaid clients who requested services and received intake services. Method of Data Collection: Department of Social and Health Services (DSHS) SCOPE Actions this Period: Monitor quarterly and annual results. Evaluation of Trends/Barrier Analysis: Use of "received" as proxy measure for "offered" is problematic and has impacted results. Intake appointments may be offered within 14 days, but client declines and/or no shows dampen results. Recommendation for Next Period: Maintain performance goal and continue to monitor as an indicator of access. Continue to benchmark performance with other RSNs. Consider use of service transaction modifier to document when intake first offered.	 Data Source: Department of Social and Health Services (DSHS) SCOPE
1b Goal: Clients will receive a routine outpatient service within seven days of his or her release from jail (pre- or post-release). Goal 69-70%. Baseline 69%. ⸸ **State Contract Regional Performance Indicator**	**72% = FY13** **76% = FY14** ▲ Goal met in FY12-FY14
Numerator/Denominator: Number of Medicaid clients with an RSN outpatient benefit released from jail who received an outpatient service within 7 days of release / Number of Medicaid clients with an RSN outpatient benefit released from a King County jail	

1. Access to and Availability of Services	Report Period Performance
Method of Data Collection: King County Mental Health Chemical Abuse and Dependency Services Division (MHCADSD) Information System (IS) Actions this Period: Monitor quarterly and annual results. Evaluation of Trends/Barrier Analysis: Difficulties in accessing jail due to jail procedures and provider lack of knowledge about those procedures. Identified need to create streamlined access for provider staff. Substantial improvement noted. Recommendation for Next Period: Maintain performance goal and continue to monitor as an indicator of service utilization. Continue to benchmark performance among providers within the RSN.	 Data Source: King County Mental Health Chemical Abuse and Dependency Services Division Information System (MHCADSD IS)
1c Goal: A routine outpatient service will be offered to a Medicaid client within seven days of discharge from community psychiatric inpatient hospitalization. Goal is 75%. Minimum standard is 50%. **State Contract Core Performance Indicator**	**55%= 2013** **55%= 2014** ▼ Goal not met in 2011-2014
Numerator/Denominator: Number of Medicaid clients with an RSN outpatient benefit discharged from a community psychiatric inpatient hospital or E&T who received an outpatient service within 7 days of discharge / Number of Medicaid clients with an RSN outpatient benefit discharged from a community psychiatric inpatient hospital or E&T Method of Data Collection: Department of Social and Health Services (DSHS) SCOPE Actions this Period: October 2009 through September 2010 used to establish individual RSN baselines upon which DBHR established the minimum standard, performance target and annual improvement target.	 Data Source: Department of Social and Health Services (DSHS) SCOPE

1. Access to and Availability of Services	Report Period Performance
Evaluation of Trends/Barrier Analysis: ***Note: Performance on similar county recovery measure shows that clients are receiving services after hospitalization 82% of the time (agency performance ranged from 68-94%)*** Recommendation for Next Period: Monitor performance quarterly.	
1d Goal: Fewer involuntarily detained individuals (RCWs 71.05 and 71.34) will be boarded at community hospitals in 2014 than in previous years.	▼ Goal not met for 2013-2014 – old definition of "boarding"
Numerator/Denominator: Number of individuals detained who are boarded / Total number of individuals detained Method of Data Collection: King County Crisis and Commitment database Actions this Period: Daily monitoring, intensive management. Hired full time permanent staff to manage this population. Procured two new 16 bed RTF Evaluation and Treatment Facilities Legislature allocated additional funding to increase inpatient capacity in 2014. Evaluation of Trends/Barrier Analysis: Overall decline in inpatient beds and increased demand for beds for individuals with significant medical complications and/or dementia. Psychiatric hospital bed capacity is outside the control of the RSNs. Recommendation for Next Period: Continue quality improvement initiative to manage risk associated with boarding; continue advocacy for additional psychiatric hospital beds.	**Boarding Occurrences will Decrease 2009-2013**  **CCS Detention Dispositions 2014 - 2015**  ■ E&T ■ Single Bed Certification - Psych ■ Single Bed Certification - Medical ■ Other Single Bed Certifications Data Source: King County Mental Health Chemical Abuse and Dependency Services Division Information System/Crisis and Commitment (MHCADSD IS)

1. Access to and Availability of Services	Report Period Performance
1e Goal: Utilization of beds at Western State Hospital will not exceed the bed allocation for King County RSN	▲= 2013 ▼= 2014
Numerator/Denominator: Number of non-forensic beds utilized/Total number of beds allocated to King County Method of Data Collection: King County MHCADSD Information System Actions this Period: Comprehensive utilization management work plan, including RSN approval of all WSH admissions Evaluation of Trends/Barrier Analysis: Local demand for community psychiatric beds always exceeds capacity. Forensic "flips" continue to add to civil admissions. "Stop admits" due to lack of staffing and safety concerns. The mission of WSH frequently shifting (e.g., refusal to admit people on 90 day orders, reduced availability of specialized treatment, extensive wait list, etc.). Recommendation for Next Period: Continue comprehensive UM strategies. Participate in state-sponsored, ad hoc work groups.	 Data Source: King County Mental Health Chemical Abuse and Dependency Services Division Information System (MHCADSD IS)

2. Quality and Appropriateness of Service Promoting Recovery and Resiliency	Report Period Performance
2a Goal: The number of agency peer support specialists and the number of services they provide will increase from previous years' performance. Baseline year–2008. No system target has been set to date.	**52,734 services=2013** **55,601 services=2014** ▲Goal met

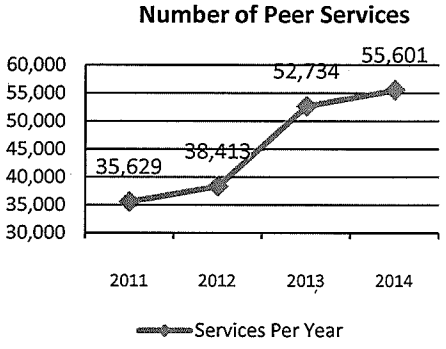
Numerator/Denominator:
Number of peer services: Total number of services reported by all participating agencies.
Number of peers: Number of persons serving as peers in participating agencies.

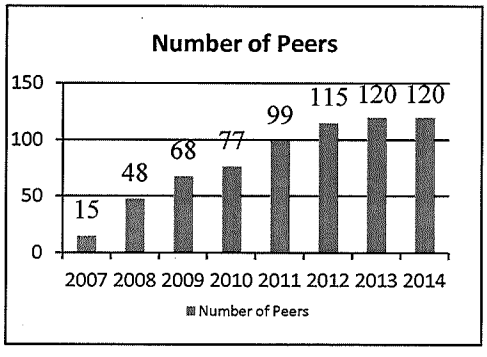
Method of Data Collection:
King County MHCADSD IS

Actions this Period:
King County sponsored three certified peer counselor trainings annually in 2013 and 2014. King County peers also attended state sponsored trainings.

Evaluation of Trends/Barrier Analysis:
Due to reduced funding agencies have tighter budgets, making it more difficult to increase the number of peers. Inconsistent reporting of some peer services (e.g., drop-in, group, individual, day support) through 2012, making comparison between years problematic.

Recommendation for Next Period:
Maintain performance goal and continue to monitor as an indicator of recovery and resiliency. Continue to benchmark performance among providers within the RSN. Data reporting inconsistencies have been addressed for future reporting years.



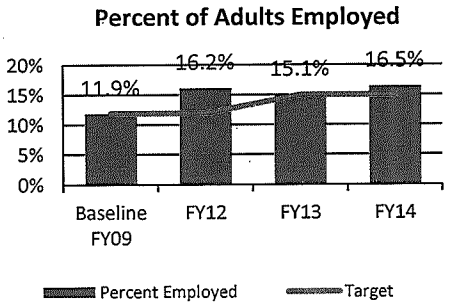
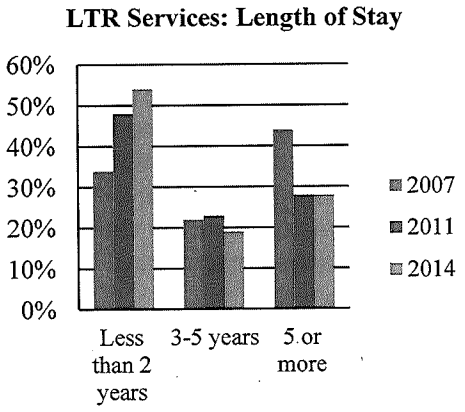


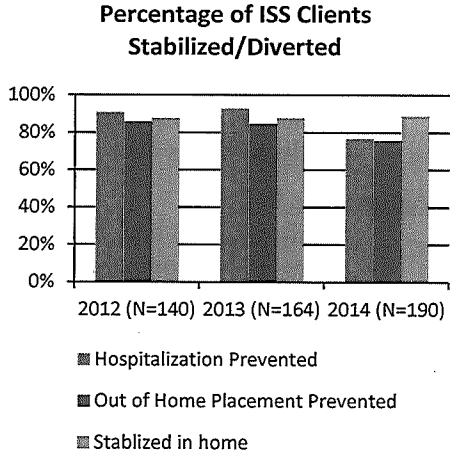
Data Source: King County Mental Health Chemical Abuse and Dependency Services Division Information System (MHCADSD IS)

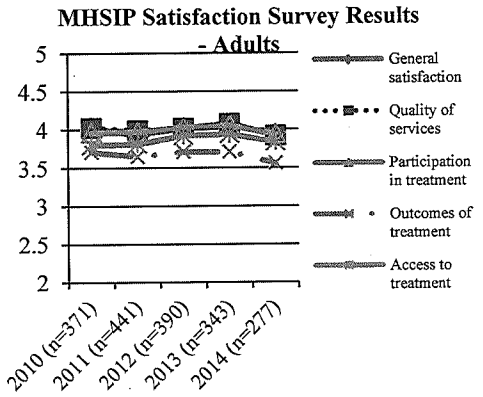
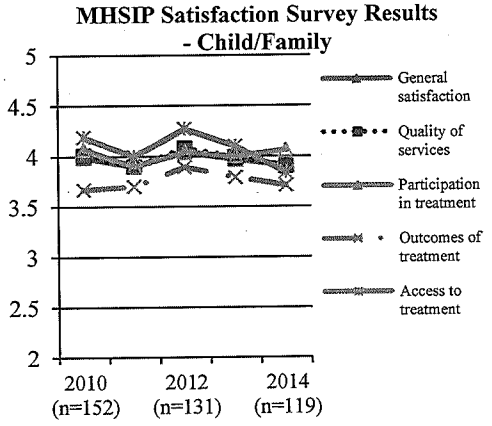
2b Goal: Adult clients are employed. Target is 15% **State Contract Regional Performance Indicator**	**16.5% = FY14** ▲ Goal exceeded in FY14

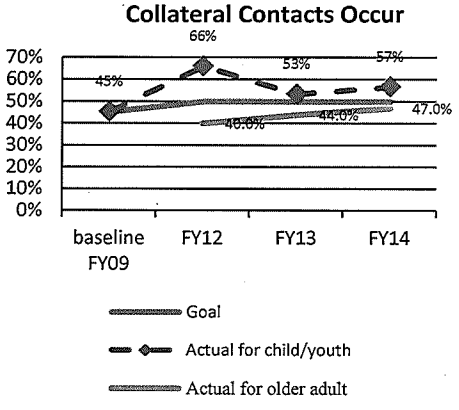
Numerator/Denominator:
Number of adults enrolled in a Medicaid outpatient benefit open anytime during the reporting period who were employed anytime during the benefit/Total number of adults enrolled in a Medicaid outpatient benefit open anytime during the reporting period.

Method of Data Collection:
King County MHCADSD IS

2. Quality and Appropriateness of Service Promoting Recovery and Resiliency	Report Period Performance
Actions this Period: Employment is a priority goal for the system. Increases in employment can result in a recovery incentive payment for participating agencies. In partnership with King County, agencies have applied comprehensive improvement strategies to increase employment. Evaluation of Trends/Barrier Analysis: The recession had a significant impact on those clients seeking to obtain and/or maintain employment. The increase in the total number of clients served (as a result of Medicaid expansion) places increased workload on agency personnel. Recommendation for Next Period: Continue comprehensive improvement strategies as identified by the county and ad hoc provider employment work group.	 Data Source: King County Mental Health Chemical Abuse and Dependency Services Division Information System (MHCADSD IS)
2c Goal: Clients participating in Long Term Rehabilitative Services (LTRs) will transition to more independent living settings as their needs change. Average Length of Stay (LOS) in LTRs will be reduced.	▲ Goal met in 2014
Numerator/Denominator: Average length of stay/Total number of clients residing in Long Term Rehabilitative Services (LTRs) Method of Data Collection: King County RSN utilization review site visits based on Level of Care Assessment tool. Ongoing analysis of MHCADSD Information System service utilization. Actions this Period: King County RSN conducted annual site visits of all LTRs in 2007, 2011 and 2014. Evaluation of Trends/Barrier Analysis: The length of stay varied greatly, but average length of stay has been reduced system-wide. In 2014, over 50% of consumers had resided in an LTR for less than two years.	 Data Source: MHCADSD LTR utilization review site visit results

2. Quality and Appropriateness of Service Promoting Recovery and Resiliency	Report Period Performance
Recommendation for Next Period: Conduct utilization review site visits of LTRs every two years. Monitor LOS, provide reports to LTR providers identifying individuals who could benefit from transition to less restrictive settings.	
2d Goal: Children/youth receiving intensive stabilization services avoid out-of-home placement and/or hospitalization. No system target.	▲ Goal met in 2013-2014
Numerator/Denominator: Percentage of stabilized or diverted clients/total number of CCORS-ISS clients. Method of Data Collection: YMCA data reports for CCORS-ISS. Actions this Period: Continuous quality improvement activities by YMCA, supported by King County. Evaluation of Trends/Barrier Analysis: • Increased demand/volume (26% increase since 2012) • Slight decline in 2014 results related to diversion from hospital and out-of-home placement. • Note: One or more of the referral goals may apply to an individual ISS event. Results reported for children/youth served and discharged within a calendar year. Recommendation for Next Period: Continuous quality improvement activities to enable tracking and achievement of individual outcomes.	 Data Source: YMCA data reports for CCORS and CCORS-ISS

2. Quality and Appropriateness of Service Promoting Recovery and Resiliency	Report Period Performance
2e Goal: Consumers report satisfaction with services, participation in, outcomes of, and access to treatment.	
Numerator/Denominator: Rates of satisfaction/total possible rating across five survey domains. Method of Data Collection: Washington Institute for Mental Health Research and Training (WIMHRT) conducts annual satisfaction surveys using the nationally normed Mental Health Statistics Improvement Project, (MHSIP) of a sample of adult and child consumers. WIMHRT provides RSN specific results to RSNs each spring. Actions this Period: Analyzed 2013 and 2014 results against previous years, and as compared to other RSNs. Evaluation of Trends/Barrier Analysis: • The majority of King County's satisfaction ratings have improved over time and have been consistently at or above state averages, until 2014. • Sample sizes have decreased for unclear reasons. • The most frequent response to open-ended questions about the things "liked most" about services were specifics about the services/supports. The most frequent response to things "liked least" related to access issues. Recommendation for Next Period: Continue to monitor MHSIP survey results.	 

3. Coordination of Services	Report Period Performance
3a Goal: Collateral contacts occur with others involved in the care and support of children, youth and families, and older adults. Goal 45-50%. **State Contract Regional Performance Indicator (for children only)**	**57% = FY** **45.3% =FY09 baseline yr.** ▲ Goal met in FY12-FY14
Numerator/Denominator: Child/youth (older adult) enrolled in a Medicaid outpatient benefit who received at least one Comprehensive Community Support Service, indicating that a collaborative contact with a person from another service system was made on behalf of the client / Number of Child/youth (older adult) clients enrolled in a Medicaid outpatient benefit during the measurement period Method of Data Collection: King County MHCADSD IS Actions this Period: Monitor annual results. While not included in the State contract performance indicator, collateral contacts for older adults was added as a recovery incentive measure during this period and is reported on this graph. Targets for children/youth do not apply for the older adult measure. Evaluation of Trends/Barrier Analysis: Performance on this measure is incentivized as part of the Recovery Initiative. Recommendation for Next Period: Maintain performance goal and continue to monitor as an indicator of recovery and resiliency.	

4. Monitoring, Data Integrity, and Safety/Incident Management	Report Period Performance
4a Goal: Encounter Data Validation (EDV) results meet target. Goal for 2013-2014 is 95%. **State Contract Core Performance Indicator**	**Aggregate Match Rate=90%** ▼Goal was not met for 2012-14 encounters

Numerator/Denominator:

Number of encounters that match target/total number of encounters reviewed

Number of unsubstantiated encounters/total number of encounters reviewed

Method of Data Collection:

MHCADSD Site Review of Community Mental Health Agencies. Review sample of clinical records based on state established formula; determine whether documentation matches submitted encounter data.

Actions this Period:

Annual site visits identified strengths/concerns. Corrective action plans required for agencies out of compliance. Internal training to improve inter-rater reliability.

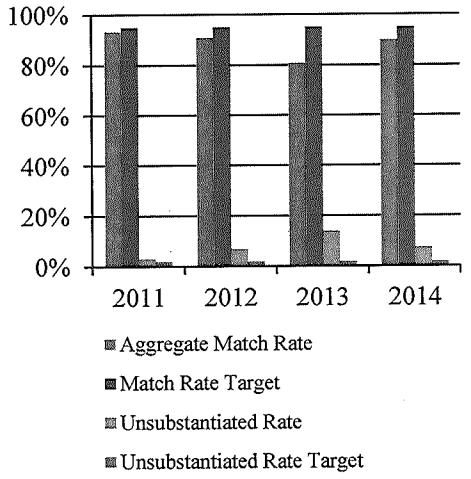
Compliance with encounter data validation targets is incorporated in CMHA contracts and is subject to annual reviews and contract compliance actions as described above. Additional training regarding the data element descriptions was provided to the Provider Clinical Directors in the fall of 2014.

Evaluation of Trends/Barrier Analysis:

DBHR increased target in 2013-14.

Recommendation for Next Period:

Maintain performance goal and continue to monitor as an indicator of access. Continue to benchmark performance with other RSNs.



4b	Goal: Grievances, appeals and fair hearings are addressed in compliance with federal/state regulations, and system trends are identified	▲ Goal was met for 2013-2014

Numerator/Denominator:
N/A

Method of Data Collection:
King County MHCADSD IS and grievance reporting system

Actions this Period:
Updated Policies and Procedures manual to reflect WAC and contract requirements

Evaluation of Trends/Barrier Analysis:
The King RSN has implemented a recovery-oriented, client-driven model that empowers individuals to voice concerns, and to engage in a timely process for resolution at the lowest level. This continues to result in a very small number of grievances that are not resolved at the lowest level.

Recommendation for Next Period:
Additional training for provider network regarding new WAC and contract requirements.

		Medicaid		Non-Medicaid	
		Adults	Children	Adults	Children
Average Served Monthly Oct 2014- Mar 2015		13,997	5,202	928	506
Level 1 (CMHA)	Grievances	16	0	0	0
Level 2 (RSN)	Grievances	6	0	0	0
RSN	Fair Hearings	0	0	0	0
Unduplicated Count*		14	0	0	0
RSN	Notices of Action	828	437	N/A	N/A
	Monthly Average	*138 (1.7%)*	*73 (1.7%)*		
RSN	Inpatient Denials**	88	21	N/A	N/A

*Does not include outstanding grievances, fair hearings, or resolutions from prior report periods.
**This is a subset of Notices of Action

4c	Goal: Critical incidents (Extraordinary Occurrences) are monitored and reviewed for trends	▲Goal met for 2012-2014

Numerator/Denominator:
N/A

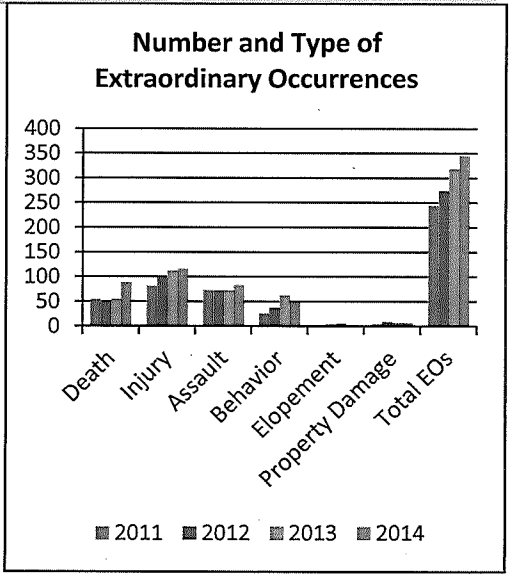
Method of Data Collection:
King County Extraordinary Occurrences database

Actions this Period:
Bimonthly Safety and Incident Management Committee meetings reviewed system trends
Client Services Specialist conducted quality reviews of high priority EOs and provided feedback to providers in quarterly letters.

EO trends are reviewed with the Provider Clinical Director Committee every six months.

Evaluation of Trends/Barrier Analysis:
Concerns about under-reporting have been identified.

Number of EOs continues to rise, likely due to increased number of clients served and focus on reporting requirements.



Recommendation for Next Period:
Additional training for provider network regarding reporting requirements.

Execute a Continuous Quality Improvement Program(CQIP) application with state Department of Health

5. Business Processes	Report Period Performance
5a Goal: Timely reimbursement of ITA court costs by other RSNs	▲Goals met for 2012 -2014

Numerator/Denominator:
Paid ITA court costs incurred by another RSN/All ITA court costs incurred by another RSN

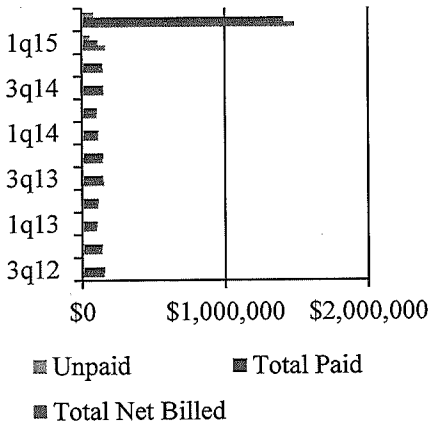
Method of Data Collection:
King County MHCADSD Financial reporting system

Actions this Period:
Routine billing of RSNs that incur court costs in King County

Evaluation of Trends/Barrier Analysis:
Occasional disputes of claims by other RSNs result in follow up by fiscal staff.

Current total reimbursement $1,408,566/$1,488,492=95% of total costs incurred.

Recommendation for Next Period:
Continue routine activities to recoup court costs from other RSNs.



E. 2013-2014 Performance Improvement Projects (PIPs)

Clinical

Study Topic:

Metabolic syndrome screening and intervention to improve outcomes for clients with schizophrenia on atypical antipsychotic medications. Note: This PIP was discontinued following the 2014 External Quality Review. A new PIP is in development for 2015.

Study Question:

Reason for focus:

Does implementation of the Diabetes Prevention Program (DPP) lifestyle modification intervention (as modified for 2014) result in a significant decrease in mean weight for Medicaid-enrolled adults receiving ongoing outpatient benefits that were eligible for and participated in the intervention?

Next Steps:

The 2013 intervention selected the Diabetes Prevention Program (DPP) from among the evidence-based lifestyle modification programs as the most feasible to implement by clinicians in a community mental health agency. Our pilot test of this intervention in 2013 revealed statistically significant weight loss overall and clinically significant weight loss for a modest proportion of participants – consistent with rates shown in earlier clinical trials. As noted above, we also found a significant relationship between the number of DPP sessions attended and weight loss.

Based on feedback from clinicians and participants involved in the DPP in 2013, we strengthened the intervention for 2014. These improvements and modifications resulted in increased attendance and therefore an increased rate of individuals who achieved clinically significant weight loss.

Discussions of PIPs are ongoing and occur within the Medical Directors group, the Quality Improvement Committee, the Voices of Recovery, and the Mental Health Advisory Board, as part of ongoing quality improvement activities.

Non-Clinical

Study Topic:

To identify and coordinate care for Medicaid-funded children who are served by the Apple Health physical health plans and who have high utilization of acute care related to intensive mental health needs.

Research has shown that System of Care practices are associated with reduced use of high-cost acute care services such as inpatient and emergency treatment. (A System of Care assures that services are integrated, with linkages between child-serving agencies and programs and mechanisms for planning, developing, and coordinating services)

More often than not, families tend to seek assistance for behavioral health concerns from their primary care provider. Identification of children and youth with mental health concerns seen within acute care settings, coupled with an intervention to reduce such acute care, is expected to promote referrals to specialty mental health services that could avert further use of acute care services.

The Affordable Care Act provides new potential for screening to detect behavioral health issues within primary care settings (and vice versa) and for providing integrated, coordinated treatment. The Apple Health Plan contracts set forth an expectation that they coordinate care for their members including data sharing between the Plans and the

RSNs. Further, the T.R. lawsuit settlement requires that each RSN dedicate one PIP to focus on youth with high cross-system needs.

Study Question:

Does implementation of (a) data sharing agreements and, (b) targeted care coordination interventions to reduce high psychiatrically-related ED and hospital use significantly reduce psychiatrically-related emergency department (ED) and hospital use for Medicaid-enrolled children/youth identified as having prior high psychiatrically-related ED and hospital use and who are enrolled in ongoing outpatient mental health services or who are eligible for them?

Next Steps:

Intensive work with the five Apple Health Plans has been underway for two years, and is only recently yielding results in the form of data exchange regarding shared clients of all ages. The challenges of achieving this fundamental goal have created barriers to progressing with this PIP. Nonetheless, there is no doubt that the goal is a valid one, and essential to promote improved care for youth in need of the most intensive mental health services.

F. Focal Quality Improvement Initiatives in 2013-2014

In addition to quality improvement activities outlined in Section D, the following significant Quality Improvement Initiatives were undertaken in 2013-2014. More detailed summaries of activities pertaining to each initiative are contained in the respective work group reports.

1. *Utilization review of Long Term Rehabilitative (LTR) and Expanded Community Support (ECS) residential resources*

   Reason for focus: King County RSN funds residential services that offer active treatment to support transition of individuals from more restrictive settings to normalized independent living. In the past, some individuals living in LTR settings have remained for many years with unclear goals and little focus on transition to more independence.

   King County RSN clinical/care management staff have conducted routine on- site clinical chart reviews using the King County RSN LOCUS to assess appropriateness and quality of care. As a follow up strategy, the King County RSN clinical specialist publishes periodic reports of average length of stay (LOS) in LTRs.

   Action: Combined efforts by the RSN and providers have resulted in dramatically reduced average LOS in LTRs from 2007-2014. ECS reviews resulted in contract amendments that emphasized need for intensive, active treatment and development of natural supports. **Continue and expand initiative in 2015-2016.**

2. *Reducing barriers to employment for clients participating in mental health services*

   Reason for focus: Number of individuals employed has shown some increase over several years, boosted by additional special funding and incentive payments. However,

employment rates remain unacceptable in light of the importance of work for an individual's recovery.

The Recovery Incentive Work Group continues to assess barriers and accomplishments, and to develop additional strategies to improve employment outcomes.

Action: Mapped current barriers and effective strategies. Developed comprehensive, multi-faceted work plan to improve employment outcomes. Supported the Certificate of Restoration of Opportunity legislation considered by the State Legislature. **Continue initiative in 2015-2016.**

3. *Improving transitions from incarceration to community based services and supports*

Reason for focus: Multiple challenges prevented some providers from meeting service targets for incarcerated individuals, despite recovery incentive payments.

Subcommittee of Recovery Incentive Work Group formed to assess barriers and accomplishments, and to develop additional strategies to improve timeliness of services to incarcerated individuals.

Action: Instituted routine specialized training for provider forensic case managers, streamlined procedures for provider staff to gain access to clients while incarcerated.

4. *Improving processes related to quality review of extraordinary occurrences*

Reason for focus: Identified need to continually reassess current processes. Need to streamline quality review activities to reduce unnecessary burden on providers and to better capture agency/system-wide trends. Primary goal is to approach this activity from a quality improvement framework.

The Safety and Incident Management Team (SIM) implemented a plan to revise procedures related to quality review of extraordinary occurrences.

Action: The RSN process now includes more timely, quarterly, agency-specific summary reports, and bi-annual system wide trend reports. **Continue initiative in 2015-2016.**

5. *Integration of mental health and substance use disorder treatment services, with long term goal of integration with primary care.*

Reason for focus: King County MHCADSD is a leader in integration of behavioral health services, having been a combined division for many years. As a result of 2014 legislation (E2SSB 6312), the County has engaged in a number of transformational activities designed to position us for behavioral health integration by April 1, 2016, and ultimately for full health integration before 2020.

Action: Initiated development of a detailed plan for behavioral health integration, in concert with planning effort to position King County as federal and state fully integrated healthcare is implemented. **Continue initiative in 2015-2016.**

6. *Increase provider capacity to meet the needs of individuals newly eligible for services as a result of the Affordable Care Act.*

   Reason for focus: A large increase in the number of Medicaid eligible individuals occurred in January 2014, straining provider capacity to meet this surge of enrollees.

   Action: Instituted an intake/assessment-only, fee for service payment to providers for services to individuals who do not ultimately meet the Access to Care standards. Providers increased intake staffing to meet the new demand, which has varied widely by provider. **Continue initiative in 2015-2016.**

7. *Improving processes related to network provider contract development and monitoring*

   Reason for focus: King County and Department of Community and Human Services initiative to streamline contract processes.

   Action: In 2014, for 2015 contracts, boilerplate language was removed from each exhibit and sited on the DCHS website. Exhibits were modified to focus on program specific requirements. Contracts are now for two years, instead of one year. The successful and timely completion of contracts continues to be tracked annually.

8. *Modified approach to Encounter Data Validation (EDV) processes.*

   Reason for focus: The EDV process and associated performance target continues to challenge the King County provider network. Our contract with the State requires the RSN to institute performance improvements to meet the established benchmark of 95%.

   Action: To address under performance, the RSN contract team developed a tailored approach to assist those providers who did not meet the target. Opportunities for self-assessment and technical assistance were provided in 2014.

9. *King County RSN systematically addresses the problem of "boarding" of involuntarily detained individuals in hospital emergency departments, on inpatient voluntary psychiatric units, or on medical/surgical wards in community hospitals. (In the fall of 2014, the State Supreme Court decreed that "boarding" is unconstitutional. Single-bed certifications may be granted in certain situations defined in Washington Administrative Code (WAC).)*

   Reason for focus: Single bed certifications continue to occur as a result of lack of psychiatric bed capacity. Bed capacity has been reduced over the past several years; involuntary detentions are increasing. Workload for Crisis and Commitment Services (CCS) has dramatically increased.

   Action: The RSN has developed several strategies to lessen the negative impact of single bed certifications. Strategies include: implementation of the Transition Support Program, restoration of Next Day appointment capacity, expansion of the Mobile Crisis Outreach team, administrative efficiencies, increased DMHP staffing, etc. In addition, King County is an instrumental member of the Governor's "Community Alternatives to Boarding Task Force." **Continue initiative in 2015-2016.**

10. *Improve utilization management of inpatient services due to increased costs seen since 2011.*

    Reason for focus: King County RSN has experienced a consistent rise in psychiatric inpatient utilization and costs for several years. Many of those hospitalized are unknown to the mental health system before their admission; many of those involuntarily hospitalized are uninsured. This represents not only a cost to the system, but signifies that additional diversion resources are needed to prevent inpatient care whenever appropriate.

    Action: As a result of numerous work groups that included mental health outpatient providers and hospitals, a comprehensive inventory of all diversion, residential and outpatient programs was developed. A prioritized work plan was developed to focus improvement efforts, and to track key indicators of progress. **Continue initiative in 2015-2016.**

G. Recommendations for Goals for 2015-2016

The King County Behavioral Health Quality Management Program will continue to focus efforts in support of achieving the following ongoing, overarching goals in 2015-2016, as identified in the King County BHO Quality Plan:

1. Identify and implement effective and efficient quality management practices.
2. Incorporate the principles of recovery and resilience in all quality management practices.
3. Clarify roles and responsibilities within the quality management system.
4. Ensure compliance with external requirements.
5. Define processes for establishing quality priorities, developing strategies that result in improvement, identifying appropriate measurement strategies, and monitoring the impacts of improvement efforts.
6. Ensure that the voices of consumers, providers and other stakeholders are incorporated in all quality management activities.
7. Identify and implement effective methods of communication regarding KCBHO quality management activities.
8. Promote data- informed decision-making and system accountability.
9. Evaluate and promote continuous improvement of the quality management system.

At a minimum, the following new focal quality improvement initiatives will be undertaken as part of the King County BHO Quality Work Plan in 2015-2016

1. *Integrate mental health and substance use disorder treatment services, with long-term goal of integration with primary care. Includes development of quality initiatives, performance indicators, and a PIP specific to the substance use disorder treatment system.*

   Reason for focus: See Initiative #F. 5 in 2013-2014.

2. *Implement Wraparound with Intensive Services (WISe) in King County as a result of the TR lawsuit and accelerated roll out plan.*

   Reason for focus: As a result of the State's decision to modify the WISe rollout plan, King County and other BHOs will implement WISe sooner than the original plan (2017 in King County).

3. *Implement an MHCADSD integrated recovery plan, building on the 2013 Behavioral Health Recovery and Resiliency Plan, specifically implementing the Recovery Oriented System of Care (ROSC) plan for the substance abuse treatment community.*

   Reason for focus: Need to further integrate the work of the mental health and substance abuse systems to implement trauma-informed, recovery and resiliency-oriented services/supports.

4. *Implement use of the LOCUS/CALOCUS tools for determining outpatient levels of care.*

   Reason for focus: Implementation of the DSM 5 as the diagnostic tool for all behavioral health services resulted in a need to replace the discontinued axial level of functioning (GAF/CGAS). After thorough research and stakeholder involvement, King County selected the LOCUS/CALOCUS instruments, which will be utilized for determining levels of care for individuals participating in mental health outpatient services. Training, technical assistance and ongoing utilization review activities will be implemented by April 1, 2016.

5. *Sustain the Peer Bridger Program at Navos and Harborview; expand this program to other psychiatric hospital settings.*

   Reason for focus: This program was implemented in April 2013 as a result of a two year grant from the State Attorney General's Office, Consumer Protection Division. The program established two peer bridger teams at Navos and Harborview. The program has proven to be highly effective. There are several options being pursued to sustain and/or expand this program when the grant funds end in December 2015.

6. *Increase use and reporting of evidence based practices for children/youth.*

   Reason for focus: RSN providers are required to report WSIPP-defined evidence based practices delivered to children/youth participating in RSN Medicaid-funded mental health services. The state legislature has established performance targets and these are now incorporated into the DBHR/RSN contract.

7. *Implement 2015 changes to the involuntary treatment act (RCW 71.05), including Assisted Outpatient Treatment and "Joel's Law."*

   Reason for focus: Legislative amendments to the ITA law require King County to develop policies and procedures and implement new practices at both the County and provider levels.

8. *Redesign the King County crisis response system to improve crisis services for enrolled individuals. The new system will be competitively procured, and will build upon current centralized crisis response services for children/youth, and for adults.*

   Reason for focus: Due to the integration of mental health and substance use disorder treatment services into a single behavioral health managed care plan, it is necessary to redesign the crisis response system for enrolled clients by April 1, 2016.

9. *Finalize the draft older adult plan developed in2013-2014 based on analysis of needs, gaps, and disparities in access to appropriate mental health and substance use services.*

   Reason for focus: Given the aging population and often complex needs of older adults served by the mental health and substance use disorder treatment systems, a concerted effort is needed to finalize a strategic plan to more effectively address the needs of this group of people. This was identified as an MHCADSD work plan priority in 2013-2014, but was put aside due to competing demands on staff time.

X. Grievance System Plan

1 Comprehensive Assessment of current compliance with State and Federal Grievance System requirements (Line 296)

1.1 Response: The King County RSN has drafted revised grievance policies and procedures (P&Ps) that are fully compliant with recent WAC changes and contract language and have been submitted to DBHR per the current PIHP contract [438.228]. These detailed policies also include all requirements of 42 CFR 438. The grievance system includes policies and procedures for addressing grievances, appeals, and access to state fair hearings. [438.402(a)] P&Ps are incorporated in provider contracts by reference and the provider network is monitored for compliance. King County staff meet monthly with provider CEOs and executive directors as the Partnership Group, and the King County RSN clinicians meet with agency clinical directors on a monthly basis as well. Through these meetings, mental health providers have been made aware that the RSNs' grievance systems are under scrutiny from CMS and that some changes are coming. The revised policies and procedures will be distributed to contracted mental health providers in November 2015 for external review and comment, as is the usual process prior to formal implementation. Training and technical assistance will be provided to the mental health provider network as needed to assist them in adopting the revised P&Ps. Implementation of the revised P&Ps for the mental health system will take place January 1, 2016.

1.2 Because the King County RSN will become the King County BHO, this County has been in dialogue with the substance use disorder (SUD) treatment providers for several months preparing them to operate under managed care. The current RSN P&Ps are being revised to create a new integrated P&P for the BHO. The revisions will include minor changes to the current mental health grievance system P&P to assure applicability to both mental health and substance use disorder treatment. As is current protocol, the BHO P&Ps will be incorporated in all BHO provider contracts by reference and the provider network will be monitored for compliance.

In September 2015, King County integrated its Partnership Group to include CEOs and executive directors of all contracted mental health and substance use disorder providers. This Partnership Group will continue to meet monthly with King County BHO leadership and will be another mechanism to communicate with providers about changes or updates to the Grievance System.

A training program for the SUD providers about quality assurance, utilization management, client rights, and the grievance system will be conducted in November, 2015. Technical assistance will be offered on an ongoing basis to assure understanding of federal regulations and successful implementation. SUD providers who will be new to a managed care system will be required to submit their internal P&Ps to the County by February 2016 for review to assure full compliance with

WAC, contract, and federal regulations. All providers will be required to regularly report grievances to the King County BHO. Trends and patterns in type, frequency, and resolution of grievances will be analyzed and used for quality improvement activities.

1.3 Additional monitoring of the grievance system will occur as part of the regular annual contract compliance review process with all King County BHO contracted providers. There are three distinct parts to the King County BHO compliance review process: encounter data validation, clinical review and administrative review. The administrative review focuses on provider agency capacities, infrastructure and P&Ps. For the P&P review, agencies receive a survey tool that requires them to provide excerpts from their P&Ps or the entire P&Ps related to specific topics (e.g., grievance system, advance directives, program integrity, data security, background checks, etc.) that the King County BHO is reviewing during a contract period. In addition to the language of the P&P, the agency is required to answer questions about staff training on their P&Ps and how they monitor the P&Ps' implementation (i.e. tracking and trending of data, quality review committee reports, etc.).

2 Current Grievance System Deficiencies (Line 296)

Response: The current King County RSN (KCRSN) grievance system has the following deficiencies:

2.1 The current policy and procedure manual has reference to "complaints" which are no longer recognized in contract nor referenced in regulations. Those references are being removed and customer service policy language is being revised. The new King County BHO intends to be customer friendly, flexible, and proactive, and to resolve questions or concerns at the lowest possible level or at the level the customer requests. Should the customer wish to pursue a grievance, that process will be initiated in accordance with contracts and regulations.

2.2 The revision to the grievance system policies and procedures (detailed below) will result in an increase in reported grievances, both at the provider level and the BHO level. The 2014 EQRO finding that King County does not adequately monitor all grievances in its network will be corrected as described below.

3 Grievance System Compliance (Lines 296-326)

Response: Please see the attached Draft Grievance System policies and procedures (Attachment X-A), cross referenced to lines 296-326 of the Attestations and Responses for Detailed Plan 10/2/15 with the exception of those lines that are addressed below.

4 431.201 (Line 298)

Response: King County will include in its BHO P&P the following:

Service authorization request means a managed care enrollee's request for the provision of a mental health or substance use disorder service. Enrollees may request service by directly contacting the King County BHO or approaching any of the contracted network providers and requesting service. All enrollees who request service are entitled to an intake appointment. Should the person not meet access to care standards or ASAM medical necessity criteria, a notice of action is issued.

5 **438.210 (b)(3) (Line 299)**

Response: It is the policy of the KCRSN that all intake evaluations are conducted by a mental health professional as defined in RCW 71.05.020. [Section VI of KCMHP P&Ps, 4.1.4 C.] King County will modify this policy for its BHO P&P to require that all SUD assessments and authorization requests be conducted by chemical dependency professionals.

6 **438.210 (d) (2); 438.404 (c) (6) (Line 304)**

Response: King County will include in its BHO P&P the following:
Expedited authorization and services [Section VI of KCMHP P&Ps, 3.4.5]
If the provider indicates or the BHO determines that following the standard timelines could seriously jeopardize the client's life or health or ability to attain, maintain, or regain maximum function, the client shall be offered crisis services or be scheduled for an intake evaluation on the next working day. The provider is required to submit an authorization request within two working days of the intake.

The BHO must make an expedited authorization decision and provide notice as expeditiously as the client's health condition requires, and no later than three working days after the receipt of the request for service.

The BHO may extend the three working day time period by up to 14 calendar days if the client requests an extension or if the BHO justifies to the state DSHS, upon request, a need for additional information and how the extension is in the client's interest.

7 **438.414; 438.10 (g)(1) and Line 322 431.200(b); 431.220(5) (Line 306)**

Response: KCRSN policy and procedure manual Information Requirements state: [KCMHP P&P Section III. Client Rights, subsection 3.0]
At the time of an intake evaluation Medicaid clients shall be offered the Benefits Booklet for People Enrolled in Medicaid published by DSHS and informed the booklet is also available on the DSHS website at:
https://www.dshs.wa.gov/sites/default/files/SESA/publications/documents/22-661.pdf.

This requirement will be included in the BHO P&P.

X. Grievance System Plan

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In September 2015, King County integrated its Partnership Group to include CEOs and executive directors of all contracted mental health and substance use disorder providers. This Partnership Group will continue to meet monthly with King County BHO leadership and will be another mechanism to communicate with providers about changes or updates to the Grievance System.

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2.2 The revision to the grievance system policies and procedures (detailed below) will result in an increase in reported grievances, both at the provider level and the BHO level. The 2014 EQRO finding that King County does not adequately monitor all grievances in its network will be corrected as described below.

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Response: It is the policy of the KCRSN that all intake evaluations are conducted by a mental health professional as defined in RCW 71.05.020. [Section VI of KCMHP P&Ps, 4.1.4 C.] King County will modify this policy for its BHO P&P to require that all SUD assessments and authorization requests be conducted by chemical dependency professionals.

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Expedited authorization and services [Section VI of KCMHP P&Ps, 3.4.5]
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The BHO must make an expedited authorization decision and provide notice as expeditiously as the client's health condition requires, and no later than three working days after the receipt of the request for service.

The BHO may extend the three working day time period by up to 14 calendar days if the client requests an extension or if the BHO justifies to the state DSHS, upon request, a need for additional information and how the extension is in the client's interest.

7 **438.414; 438.10 (g)(1) and Line 322 431.200(b); 431.220(5) (Line 306)**

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At the time of an intake evaluation Medicaid clients shall be offered the Benefits Booklet for People Enrolled in Medicaid published by DSHS and informed the booklet is also available on the DSHS website at:
https://www.dshs.wa.gov/sites/default/files/SESA/publications/documents/22-661.pdf.

This requirement will be included in the BHO P&P.

XVI. GRIEVANCE SYSTEM

1.0 **General:** The King County Regional Support Network (KCRSN) Grievance System includes a Grievance Process, an Appeal Process, and access to the State Fair Hearing process. An individual applying for, eligible for, or receiving mental health services authorized by KCRSN, or the individual's representative may access the KCRSN grievance system to express dissatisfaction about their rights, services, or treatment. Individuals or their representative may access the KCRSN grievance system through the provider of the behavioral health services (provider), the independent Ombuds service or KCRSN Client Services. [438.406(a), 438.402(a) – Line 296]

1.1 KCRSN and its contracted provider network offer individuals any reasonable assistance necessary to complete forms and other procedural steps for Grievances and Appeals. Individuals may also use the independent Ombuds services.

1.2 The King County RSN Grievance System complies with the requirements of 42 CFR 438 § Subpart F and WAC 388-877A-0410-0460.

2.0 **Definitions:**

2.1 *Action* in this policy means:[438.400(b) – Line 296, 297]

2.1.1 The denial or limited authorization of a requested service, including the type or level of service;

2.1.2 The reduction, suspension, or termination of a previously authorized service;

2.1.3 The denial, in whole or in part, of payment for a service;

2.1.4 The failure to provide services in a timely manner, as defined by the state; and

2.1.5 The failure of KCRSN or contracted provider to act within 90 calendar days for standard disposition of grievances, 45 calendar days for standard resolutions of appeals, or 3 working days for expedited resolutions of appeals with exceptions for approved extension of timeframes.

2.2 *Appeal* means an oral or written request by an Individual, or with the Individual's written permission, the Individual's Authorized Representative, for

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the KCRSN to review an Action as defined above. See also Expedited Appeal Process. [438.400(b)- Line 308]

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

2.4 *Authorized Representative* means any person acting on behalf of an individual who:

2.4.1 In the case of a minor, the individual's parent or, if applicable, the individual's custodial parent;

2.4.2 The individual's legal guardian; or

2.4.3 The individual's representative if the individual gives written permission, this may include a mental health practitioner working on behalf of the individual.

2.5 *Denial* means the decision by a PIHP, or their formal designee, to not authorize a covered Medicaid mental health services that have been requested by a provider on behalf of an eligible Medicaid Individual. It is also a denial if an intake is not provided upon request by a Medicaid Individual.

2.6 *Expedited Appeal Process* allows an Individual, in certain circumstances, to file an Appeal that will be reviewed by the KCRSN more quickly than a standard Appeal.

2.7 *Fair Hearing (Administrative Hearing)* means a hearing before the Washington State Office of Administrative Hearings.

2.8 *Grievance* means an expression of dissatisfaction about any matter other than an Action, with the intent to use the Grievance Process. Possible subjects for Grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the individual's rights (42 CFR 438.400(b). [438.400(b) – Line 296, 297, 324]

2.9 *Grievance Process* means the processes through a PIHP in which an Individual applying for, eligible for, or receiving mental health services may express dissatisfaction about a mental health service. [438.400(b) – Line 296, 297]

2.10 *Grievance System* [438.402(a)] 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 KCRSN shall meet the requirements of 42 CFR 438 Subpart F, and include:

2.10.1 A grievance process;

2.10.2 An appeal process; and

2.10.3 And access to DSHS' administrative hearing process.

2.11 *Notice of Action* means the written notice the KCRSN provides to an Individuals, and if applicable, the Individual's Authorized Representative, to communicate an Action.

2.12 *Reduction* means the decision by a PIHP to decrease a previously authorized covered Medicaid mental health service described in the Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to decrease or change a covered service in the Individualized Service Plan is not a reduction.

2.13 *Suspension* means the decision by a PIHP, or their formal designee, to temporarily stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to temporarily stop or change a covered service in the Individualized Service Plan is not a suspension.

2.14 *Termination* means the decision by a PIHP, or their formal designee, to stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to stop or change a covered service in the Individualized Service Plan is not a termination.

3.0 **Grievance Process** [438.402(a), (b)(1)(i), (b)(3)(i) -Line 309, 325]: The KCRSN grievance process is available to an individual or their representative to express dissatisfaction in person, orally or in writing about any matter other than an action.

3.1 Only an individual or the individual's authorized representative may file a grievance to express dissatisfaction in person, orally, or in writing about any matter other than an Action to:

3.1.1 KCRSN Client Services;

3.1.2 The provider of the behavioral health services; or

3.1.3 The independent Ombuds service may assist the individual in resolving the grievance at the lowest possible level.

3.2 An individual may choose to file a grievance with KCRSN Client Services or with the provider, subject to the following:

3.2.1 Filing a grievance with a provider of behavioral health services: If the individual first files a grievance with the provider and the individual is not satisfied with the provider's written decision on the grievance, or if the individual does not receive a copy of that decision from the provider within 90 calendar days from the date the grievance was filed, the individual may then choose to file the grievance with KCRSN Client Services. [438.402 (b) (2) – Line 310]

3.2.2 Filing a grievance with KCRSN Client Services: If the individual first files a Grievance with KCRSN Client Services (and not the provider), and the individual either is not satisfied with KCRSN Client Services written decision on the Grievance, or does not receive a written copy of the decision within 90 calendar days from the date the grievance was filed, the individual can request a Fair Hearing to review KCRSN Client Services decision or failure to make a timely decision. Once an individual receives a decision on a grievance from KCRSN Client Services, the individual cannot file the same grievance with the provider. [438.402 (b) (2) – Line 310]

3.2.3 When an individual files a grievance, the following information must be documented by KCRSN Client Services, the provider receiving the grievance, or the independent Ombuds service: (Section III. 10.3.2)

- The individual's name;
- Contact information;
- Nature of the grievance; and
- Requested resolution to the grievance.

3.3 When a grievance is provided in writing, the grievance must be signed by the individual or the individual's representative.

3.4 When a grievance is filed in person or orally, the grievance information shall be documented in writing by the provider, KCRSN Client Services or the independent Ombuds service.

3.5 KCRSN Client Services or the provider receiving the grievance will acknowledge the receipt of the grievance in writing within five (5) business days;

3.5.1 The date of receipt of a grievance is the first business day on which an oral or written grievance is received by either KCRSN Client Services or the provider. If a phone message or letter initiating a grievance arrives on a non-business day, the date of receipt is the next business day. (9.3.3)

3.5.2 The written acknowledgement includes: [438.408(d)(1) – line 326]

A. The date of receipt of the grievance;

B. A description of the KCRSN process, including timelines and the individual's or their representative's input; and

C. Information about the individual's right to continue services, at their request, and within limits described. (9.3.4. B 1-3)

3.6 KCRSN Client Services or the provider receiving the grievance must investigate the grievance and document the results; and

3.7 KCRSN Client Services or the provider receiving the grievance shall send the individual who filed the grievance a written notice describing the decision within 90 calendar days from the date the grievance was filed.

3.8 KCRSN Client Services or the provider receiving the grievance must ensure:

3.8.1 Other people, if the individual chooses, are allowed to participate in the grievance process.

3.8.2 The individual's right to have currently authorized behavioral health services continued pending resolution of the grievance. (9.3.8.B)

3.8.3 That a grievance is resolved even if the individual is no longer receiving mental health services.

3.8.4 That the persons who make decisions on a grievance: (9.3.6. A & B)

A. Were not involved in any previous level of review or decision-making; and

B. Are mental health professionals who have appropriate clinical expertise if the grievance involves clinical issues. [438.201 – line 299]

3.8.5 That the individual and, if applicable, the individual's authorized representative receives a written Notice containing the decision within 90 calendar days from the date a grievance is received by KCRSN or the provider. [438.408(a)- Line 326] (9.3.8)

A. The 90 calendar day timeframe can be extended up to an additional 14 calendar days:

1. If requested by the individual or the individual's authorized representative; or

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2. By KCRSN Client Services or the provider when additional information is needed and KCRSN Client Services can demonstrate that it needs additional information and that the added time is in the individual's interest.

3.8.6 The written Notice includes:

A. The decision on the grievance;

B. The reason for the decision; and

C. The right to request a Fair Hearing and the required timeframe to request the hearing. [431.206 –Line 300]

3.8.7 Full records of all grievances and materials received or compiled in the course of processing and attempting to resolve the grievance are maintained and:

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

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

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

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

4.0 **Notice of Action.** [438.210(c), 438.400(a, b & c), 438.10(c &d) – Lines 300,301, 303] KCRSN shall provide a written Notice of Action, to the individual or their authorized representative when an authorization determination is adverse (i.e., Action) to the individual.

4.1 As defined in this policy, Actions include:

4.1.1 The denial or limited authorization of a requested service, including the type or level of service;

4.1.2 The reduction, suspension, or termination of a previously authorized service;

4.1.3 The denial, in whole or in part, of payment for a service;

4.1.4 The failure to provide services in a timely manner, as defined by the state; and

4.1.5 The failure of KCRSN or contracted provider to act within 90 calendar days for standard disposition of grievances, 45 calendar days for standard resolutions of appeals or 3 working days for expedited resolutions of appeals with exceptions for approved extension of timeframes.

4.2 KCRSN Notices of Action are provided in the prevalent non-English languages (the DSHS Prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese) and meet the required language and format requirements. (see Attachment "__", KCRSN Notice of Action)

4.3 The following activities are considered KCRSN authorization determinations and require a Notice when the determination is adverse to the individual: (11.3)

4.3.1 Inpatient Services: (11.3.1)

A. KCRSN or its contracted designee may approve or deny provider requests for admission or length of stay extension;

B. KCRSN or its contracted designee may approve or deny payment for an inpatient day retrospectively; and

C. Inpatient authorizations, once authorized, are not terminated, suspended, or reduced.
   1. An inpatient authorization expires 24 hours after an individual is no longer receiving inpatient services.

D. For admission or length of stay extension denials, the contracted designee notifies KCRSN staff to issue the Notice of Action. (13.3.1)

4.3.2 Outpatient Services: (11.3.2)

A. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Information System (IS) electronically approves or denies a provider request for outpatient services when the provider submits a complete and timely dataset documenting eligibility and medical necessity;

B. MHCADSD IS electronically approves a provider request for termination of outpatient services when the provider submits a

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complete request for termination via the notice of exit transaction; (13.5.1)

C. KCRSN Client Services approves or denies a 3B case rate request. A Notice will be issued only when it is determined that the individual does not meet medical necessity for any outpatient services; or

D. KCRSN Client Services concur or overturn, through a grievance reviewed at the KCRSN level, a provider decision to deny, reduce, suspend or terminate outpatient services.

E. The provider must notify the KCRSN staff within 3 business days to issue a Notice of Action when:

1. An intake was not provided after request by a individual (see Attachment "__" Failure to Offer Intake to a Medicaid or Apparently Eligible State-Funded Client or Failure to Request Authorization When a Client Meets Medical Necessity Criteria) (13.3.3); or

2. An authorization is not requested following an intake when an individual is determined to meet medical necessity (see Attachment "__" Failure to Offer.... ; or

3. A grievance is not resolved within the required time frames.

4.3.3 Residential Services: (11.3.3)

A. MHCADSD IS electronically approves or denies a provider request for residential services when the provider submits a complete and timely dataset documenting eligibility and medical necessity;

B. MHCADSD IS electronically approves a provider request for termination of residential services when the provider submits a complete request for termination via the notice of exit transaction;

C. KCRSN shall concur with or overturn, through a grievance reviewed at the KCRSN level, a provider decision to deny, reduce, suspend or terminate from all types of residential services.

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D. A change from residential to non-residential, and solely outpatient services is considered a reduction of previously authorized residential services;

E. The following activities are not considered Actions:

1. The assignment of a particular case rate, a particular residential facility or type of residential service, or a specialized outpatient program, either by the provider or KCRSN;

2. The assignment of the administrative daily rate for an inpatient day;

3. The withdrawal of a request for inpatient services, either by the individual or the provider. This includes an agreed upon diversion from an inpatient admission.

4.4 The Notice of Action shall include an understandable explanation of: [438.210 (c) - line 303]

4.4.1 The Action KCRSN or the provider has taken or intends to take;

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

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

A. The individual may file a request for a Fair Hearing when the individual does not agree with resolution of the Appeal. [431.206 - line 300]

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

4.4.5 The individual's right to receive mental health services while an Appeal is pending, how to make the request that benefits be continued, and that the individual may be held liable for the cost of services received while the Appeal is pending if the Appeal decision upholds the decision or Action.

4.5 KCRSN must mail the Notices of Action to the individual within the following timeframes:[438.404(c)]

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4.5.1 For Routine Service authorization decisions that deny or limit services, no longer than 14 calendar days from the request for service. [431.211 – Line 301, 438.404 (c)(2)- line 302, 438.210(d)(1) – line 303]

4.5.2 For reductions, suspensions, or termination of previously authorized services, no longer than 10 days before the date of the Action. [431.211 – Line 301]

4.5.3 For Actions that are issued because the KCRSN has verifiable information indicating probable individual fraud the notice can be provided in as few as 5 calendar days. [431.214, Line 301]

4.5.4 When any of the following occur the KCRSN shall issue the notice on the date of the Action: [431.213, Line 301]

A. The individual has died.

B. The individual submits a signed written statement requesting service termination.

C. The individual submits a signed written statement including information that requires service termination or reduction and indicates that he or she understands that service termination or reduction will result.

D. The individual has been admitted to an institution in which he or she is ineligible for Medicaid services.

E. The individual's address is determined unknown based on returned mail with no forwarding address.

F. The individual is accepted for Medicaid services by another PIHP or state.

G. A change in the level of medical care is prescribed by the individual's physician.

H. The notice involves an adverse determination with regard to preadmission screening requirements.

I. The individual is transferred or discharged from a facility (i.e., Residential Services) [483.12(a)(5)(ii) – Line 301]

J. The payment is denied. [438.404 (c)(2) – Line 302]

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4.5.5 Under the following circumstances, 14 additional calendar days are possible: [438.404 (c)(3&4) – Line 303]

A. The Individual or the provider requests an extension.

B. KCRSN demonstrates the need for additional information to make an authorization decision and that the extension is in the individual's best interest.

C. If the KCRSN extends the timeframe it must: [438.404 (c) (3&4) Line 303]

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

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

4.5.6 KCRSN must provide a Notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. [438.404 (c)(5) – line 305]

4.5.7 See Attachment "__" When to Send a Notice of Action" for a summary of notice requirements.

5.0 **Appeals Process** [438.402(a) – Line 296, 311, 318]: KCRSN's Appeals Process allows an individual, the individual's authorized representative, the Ombuds service, or a provider acting on behalf of the Individual and with the individual's written consent, to appeal a KCRSN Action. If a written Notice of Action was not received, an Appeal may still be filed. The Appeal may be filed orally or in writing, and, unless requests expedited resolution, an oral filing must be followed with a written, signed appeal.

5.1 The individual, or their representative, requesting review of an Action:

5.1.1 Must file an Appeal and receive a Notice of Resolution from KCRSN before requesting a Fair Hearing; and

5.1.2 May not file a grievance with the provider or KCRSN Client Services for the same issue as the Appeal once an Appeal has been filed.

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5.2 The KCRSN appeals process must: [438.402(b)(3)(ii) – Line 311]

5.3 KCRSN Client Services must provide an individual a reasonable opportunity to present evidence and allegations of fact or law in person as well as in writing. [438.406(b)(2)] – Line 319]

5.3.1 KCRSN Client Services must inform the individual of the limited time available during an expedited appeal process.[438.406(b)-Line 311]

5.4 KCRSN Client Services must provide the individual the opportunity, before and during the appeal process, to examine the individual's clinical record, including medical records and any other documents and records considered during the Appeal Process.[438.406(b)-Line 311]

5.5 KCRSN Client Services must include the following parties to the Appeal as applicable: .[438.406(b)-Line 311]

5.5.1 The individual.

5.5.2 The individual's authorized representative.

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

5.6 KCRSN shall ensure that the persons who make decisions on an Appeal: [438.406(b) Line 311]

5.6.1 Were not involved in any previous level of review or decision-making; and

5.6.2 Are mental health professionals who have appropriate clinical expertise.

5.7 KCRSN and its contracted provider network shall maintain full records of all Appeals and ensure an individual's records are:

5.7.1 Kept for six (6) years after the completion of the Appeal Process;

5.7.2 Made available to DSHS upon request as part of the state quality strategy;

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

5.7.4 Not disclosed without the individual's written permission, except to DSHS or as necessary to revolve the Appeal.

5.8 **Standard Appeals Process.** KCRSN's standard Appeal process includes: [438.408 (d)(i) Line 313]

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5.8.1 *Standard Appeals for Actions communicated on a Notice of Action – continued services not requested.* An individual who disagrees with a decision or Action communicated on a Notice of Action may file an Appeal orally or in writing. All of the following shall apply:

A. The individual shall file the Appeal within 90 calendar days from the date on the Notice of Action.

B. KCRSN must confirm receipt of Appeals in writing within five (5) business days.

C. KCRSN must send the Individual a written notice of the resolution within 45 calendar days of receiving the Appeal that includes: [438.408(b)(2)- Line 312 438.408(d)(2)(i) -Line 313, 438.408(a) – Line 320]

1. The KCRSN's decision and date of decision;

2. The reason for the decision; and

3. The right to request a Fair Hearing if the individual disagrees with the decision. [438.408(e) - Line 313]

D. KCRSN may extend the timeframe up to 14 additional calendar days if the individual requests an extension or the KCRSN can demonstrate that it needs additional information and that the added time is in the individual's interest. If the extension is not requested by the individual or the individual's proxy, KCRSN shall provide a written notice to the individual stating the reason for the extension. [438.408(c) – Line 312]

5.8.2 *Standard Appeals for termination, suspension, or reduction of previously authorized services – continued services requested.* KCRSN must ensure that an individual receiving a Notice of Action from the KCRSN that terminates, suspends, or reduces previously authorized services contains information that the individual may file an Appeal and request continuation of those services pending KCRSN's decision on the Appeal, and how to do so. All of the following apply:

A. The individual must file the Appeal with the KCRSN on or before the later of the following:

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

2. The intended effective date of KCRSN's proposed Action; or

3. Request for continuation of services.

B. KCRSN must confirm receipt of the Appeal and the request for continued services with the individual orally or in writing:

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

2. Include in the Notice that if the Appeal decision is adverse to the Individual, the KCRSN may recover the cost of the mental health services provided pending the KCRSN's decision. [438.204(b) – Line 316]

C. KCRSN's written Notice of the Resolution must contain: [438.408(e) - Line 313]

1. KCRSN's decision on the Appeal and the date the decision was made;

2. The reason for the decision; and

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

a. Within ten (10) calendar days from the date on the Notice of the Resolution if the individual is asking that services be continued pending the outcome of the hearing;

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

c. KCRSN may recover the cost of the mental health services furnished to the individual if the final written Notice of Resolution of the Appeal is not in favor of the individual (see 5.11 of this policy).

D. KCRSN may extend the timeframe up to 14 additional calendar days if the individual requests an extension, or the KCRSN can demonstrate that it needs additional information and that the added time is in the individual's interest.

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1. If the extension is not requested by the individual or the individual's proxy, the KCRSN shall provide a written notice to the individual stating the reason for the extension.

5.9 **Expedited Appeal Process.** KCRSN maintains an Expedited Appeal Process for Appeals when KCRSN determines or a provider indicates that taking the time for a standard resolution of an Appeal could seriously jeopardize the individual's life or health and ability to attain, maintain, or regain maximum function. [438.410(a) – Line 317].

5.9.1 If KCRSN denies the request for the expedited Appeal and resolution of an Appeal, it must transfer the Appeal to the timeframe for standard resolutions, and make reasonable efforts to give the individual prompt oral notice of the denial and follow up within two (2) calendar days with a written Notice. [438.408(a)]

5.9.2 The following apply to Expedited Appeal requests:

A. The Action taken on the Notice of Action is for termination, suspension, or reduction of previously authorized mental health services; and

B. The individual, the individual's authorized representative, or a provider acting on behalf of the individual and with the individual's written consent, may file an Appeal with KCRSN, either orally or in writing, within ten (10) calendar days from the date on KCRSN's written Notice of Action that communicated the Action.

5.9.3 The Individual may ask for continued mental health services pending the outcome of the Expedited Appeal.

5.9.4 KCRSN must make a decision on the individual's request for Expedited Appeal and provide written Notice, as expeditiously as the individual's condition requires, within two (2) calendar days after KCRSN receives the Appeal.[438.408(b)(3) – Line 320]. KCRSN shall also make reasonable efforts to provide oral notice.

5.9.5 KCRSN must ensure that punitive action is not taken against a provider who requests an expedited resolution or supports an individual's Appeal [438.410(b) – Line 321]

5.9.6 KCRSN may extend the timeframe up to 14 additional calendar days if the individual requests an extension or KCRSN can demonstrate that it needs

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additional information and that the added time is in the individual's interest. [438.408(c) – Line 320]

A. For any extension not requested by an individual, KCRSN must give the individual written notice of the reason for the delay.

5.9.7 The individual has a right to file a grievance regarding KCRSN's denial of a request for expedited resolution. KCRSN must inform the Individual of their right to file a Grievance in the Notice of denial.

5.10 **Duration of Continued Services during the Appeal Process.** [438.420(b, c, & d) – Line 314] When an individual has requested continued mental health services pending the outcome of the Appeal Process, KCRSN must ensure that services are continued until the following occurs:

5.10.1 The Individual withdraws the Appeal.

5.10.2 Ten (10) calendar days pass from the date on the Notice of Action or:

5.10.3 KCRSN provides a written Notice of the Resolution that contains a decision that is not wholly in favor of the individual; or

5.10.4 The individual, within the ten (10) day timeframe, has not requested a Fair Hearing with continuation of services; or

5.10.5 The time period of a previously authorized service has expired; or

5.10.6 A behavioral health treatment service limit of a previously authorized service has been fulfilled.

5.11 **Recovery of the Cost of Mental Health Services in Adverse Decisions of Appeals**. If the final written Notice of the Resolution of the Appeal is not in favor of the individual, KCRSN may recover the cost of the mental health services furnished to the individual while the Appeal was pending to the extent that they were provided solely because of the requirements of this Action. [438.424(b) – Line 316]

6.0 **Fair Hearings** [438.52 (b) (2)(ii) – Line 297, 431.200(b)- Line 300, 431.206 – Line 301]. In the event a Grievance is resolved and is not in favor of the individual, the individual is entitled to a Fair Hearing.

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6.1 Only the individual, the individual's authorized representative, or the legal representative of a deceased individual's estate may file a request for a Fair Hearing. [438.402 (b)(1) –Line 309, 438.408(f)(2) – Line 323]

6.2 If an individual does not agree with KCRSN's resolution of the Appeal, the individual may file a request for a Fair Hearing within the following time frames: [438.200(b) – line 300]

6.2.1 For hearings regarding a standard service, within 90 calendar days of the date on KCRSN's mailing of the Notice of the resolution of the Appeal (42 C.F.R. § 438.402(b)(2)).

6.2.2 For hearings regarding termination, suspension, or reduction of a previously authorized service:

A. If the individual requests continuation of services, within ten (10) calendar days of the date on KCRSN's mailing of the Notice of the resolution of the Appeal.

1. If the individual is notified in a timely manner and the individual's request for continuation of services is not timely, KCRSN is not obligated to continue services and the timeframes for a hearing regarding a standard service apply (42 C.F.R. § 438.420).

6.2.3 The individual shall exhaust all levels of the Appeals Process prior to filing a request for a Fair Hearing.

A. The parties to the Fair Hearing include KCRSN as well as the individual and his/her authorized representative or the legal representative of a deceased individual's estate.

6.3 DSHS shall be responsible for the implementation of the hearing decision.

6.3.1 DSHS will notify KCRSN of hearing determinations.

6.3.2 KCRSN shall be bound by the hearing determination, whether or not the hearing determination upholds KCRSN's decision.

6.4 If KCRSN or the state Fair Hearings officer reverses a decision to deny, limit, or delay services that were not furnished while the Appeal was pending, KCRSN must authorize or provide the disputed services promptly and as expeditiously as the individual's mental health condition requires.

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7.0 **Reversed appeal resolutions** [438.424(a); 438.424(b) - Lines 315, 316]

7.1 If the KCRSN or State fair hearing officer reverses a decision to deny, limit, or delay services that were not furnished while the appeal was pending, the KCRSN must authorize or provide the disputed services promptly, and as expeditiously as the person's health condition requires.

7.2 If the KCRSN or State fair hearing officer reverses a decision to deny authorization of services, and person received the disputed services while the appeal was pending, the KCRSN must pay for those services, in accordance with state policy and regulations.

8.0 **Recordkeeping and Reporting Requirements.** [438.438.416 – line 307]

8.1 KCRSN maintains records of Grievances, Actions, Appeals and Fair Hearings originating at or handled by a provider, Ombuds, or KCRSN.

8.2 KCRSN submits individual-level information in a format and timeframe required by DSHS that contains at least the following information regarding each Action issued by KCRSN:

- Individual's full name, date of birth, and P1 or CIS identifier
- Date and type of action (per WAC 388-877A-0410)
- Date of appeal
- Outcome of review of denials and limited authorizations
- Plan for improvement

8.3 KCRSN incorporates the results of Grievances, Appeals and Fair Hearings into its quality management plan and address any trends in a quality improvement plan.

8.4 KCRSN will submit reports as required by DSHS in the format and timeframes listed in the contract.

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NOTICE OF ACTION

Date:

To:

King County

From: Client Services
King County Mental Health Plan
The Chinook Building
401 Fifth Avenue, Suite 400
Seattle, WA 98104-2333

This is to let you know about an action we are planning to take concerning the mental health services that you requested or are currently receiving at .

We have determined that your mental health services will be:

- ☐ **DENIED** Effective Date
- ☐ **REDUCED** To Effective Date From
- ☐ **SUSPENDED** Effective Date
- ☐ **TERMINATED** Effective Date

The reason for this determination is:

- ☐ You are no longer a King County resident.
- ☐ You do not meet medical necessity criteria.
- ☐ Other:

Contact person (and telephone number) concerning this Notice: Client Services, 1-800-790-8049

IF YOU DON'T AGREE WITH THIS DECISION

2. **You have the right to appeal.** If you choose this right, you have 90 calendar days[1] from the date this notice was mailed to request or file an appeal. Your mental health provider may also file an appeal on your behalf when you ask them in writing. To request or file an appeal, you need to contact: KCMHP Client Services by calling 1-800-790-8049 or send your appeal to the address above or by fax to 206-205-1634.

   If you need help with filing an appeal you may contact the KCMHP Ombuds Service at 1-800-790-8049. The Ombuds Service is available at no charge to assist you or your representative throughout the appeal process. If you are hard of hearing or deaf, or have trouble with speech, please contact us through the Telecommunication Relay Service at 1-800-833-6384 or dial 711. The Relay Service will be able to provide you with the correct phone number. If you need interpreter services, they will be provided to you.

   You may also have other persons of your choice assist you during the appeal process. If you want someone else to assist you, you and your authorized representative must sign, date and send us a statement naming that person to act for you.

Before you file an appeal, please see "<u>Important Information About Your Appeal Rights</u>" on the next page.

Alternate Formats Available Upon Request

[1] If you want to continue to receive your current services during the appeal process, you must file your request within 10 calendar days of the receipt of this notice of action.

Important Information About Your Appeal Rights

Definitions

Denial: The decision by KCMHP, or their formal designee, to not authorize covered Medicaid mental health services that meet medical necessity is a denial. The decision to not offer or provide an intake when requested by a Medicaid individual is a denial.

Suspension: The decision by KCMHP, or their formal designee, to temporarily stop your previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency (Provider) to temporarily stop or change a covered service in the Individual Service Plan is not a suspension.

Reduction: The decision by KCMHP to decrease an your previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The decision clinical by a Community Mental Health Agency (Provider) to decrease or change a covered service in the Individual Service Plan is not a reduction.

Termination: The decision by KCMHP, or their formal designee, to stop your previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency (Provider) to stop or change a covered service in the Individual Service Plan is not a termination.

There Are Two Kinds of Appeals You Can File

Standard: You or your mental health care provider acting on your behalf can ask for a standard appeal within 90 days from the date on the notice of action . We must give you a decision no later than 45 days after we get your appeal. (We may extend this time by up to 14 days if you request an extension, or if we need additional information and the extension benefits you.)

Expedited (Fast): You or your mental health care provider can ask for a fast appeal if you or your mental health care provider believe that your life, health or major ability to function could be seriously harmed by waiting for a standard appeal. You must request a fast appeal within 10 days of from the date on the Notice of Action. We must decide your appeal no later than 2 calendar days after we get your appeal. (We may extend this time by up to 14 days if you request an extension, or if we need additional information and the extension benefits you.)

- If your mental health care provider asks for an expedited appeal for you, or supports you in asking for one, and they indicate that waiting 90 days could seriously harm your health, we will automatically give you a fast appeal.
- If you ask for an expedited appeal without support from your mental health care provider, we will decide if your health requires one. If we do not agree with you, we will notify you verbally and send you a written notice within 2 calendar days. Your appeal will be transferred to the standard appeal process and we will provide you a decision within 90 days.

How Do I File An Appeal?

For a Standard Appeal: You, your mental health provider, authorized representative, or an Ombuds should mail or deliver your written appeal to the address below. You may file verbally but, it must be followed in writing.

For a Fast Appeal: You, your mental health provider, authorized representative, or an Ombuds should contact us by telephone or fax at the numbers listed below.

Can I Continue to Receive Services? If you are currently receiving services, your services will be continued during the appeal process when:

- Your appeal is filed within 10 days from KCMHP mailed date.
- Your appeal involves the reduction, suspension or termination of previously authorized covered Medicaid mental health services;
- The current period covered by the authorization has not expired, and the Notice of Action was mailed to you timely
- You have requested an extension.

If our decision is not your favor, you may be asked to pay for the services you received during the appeal or hearing.

What Do I Include With My Appeal? You should include: your name, address, reasons for appealing, and any evidence you wish to attach. You may send in supporting records, letters from your mental health provider, a list identifying qualified witnesses, or other information that explains why we should provide the service. Call your mental health provider if you need this information to help you with your appeal.

You may send this information to KCMHP or present this information in person.

What Happens After I File An Appeal? People from KCMHP who were not involved in the decision review your appeal and provides a written decision within 90 days unless an extension has been requested.

What Happens Next? After KCMHP makes a decision about your appeal and you do not agree with the KCMHP decision, you may ask for a fair hearing through the State Office of Administrative Hearings (1-800-583-8271). You must request a fair hearing within: 90days after you receive the KCMHP decision if you are requesting continued services. If you are requesting continuing services pending the hearing outcome, you must request a fair hearing within 10 days after you receive this Notice. You may also access a fair hearing if KCMHP does not provide a written response within the allowed time frames.

Your services may be continued during the Administrative Hearing Process.

Contact Information: If you need information or help, call us at:

Client Services
King County Mental Health Plan (KCMHP)
The Chinook Building
401 Fifth Avenue, Suite 400
Seattle, WA 98104-2333
Telephone: 1-800-790-8049 or Fax: 206-205-1634

Hearing or Speech Impaired, please contact us via:
Telecommunication Relay Service at
1-800-833-6384 or dial 711

Other Resources to Help You:

King County Mental Health Plan Ombuds Service
Telephone: 1-800-790-8049 or Fax: 206-296-1438

WA State Department of Social and Health Services Office of Administrative Hearings
P. O. Box 42488
Olympia, WA 98504-2488 Telephone: 1-800-583-8271

Section XI. Tribal Communication and Coordination and Communication Plan

1 **Behavioral health organization – inclusion of tribal authorities – roles and responsibilities (Line 169 RCW 71.24.300 1, 2, 3, 4, & 5)**

Response: King County is a charter county governed by nine elected officials serving on the King County Council. As a result, tribal authorities will not be directly involved in governing the King County BHO, unless they are elected to council. King County plans to involve tribal authorities in our BHO implementation in the following ways:

- Through participation in the King County Behavioral Health Advisory Board (BHAB)
- By offering contracts to provide behavioral health services within the BHO network
- King County follows a government-to-government approach to seek consultation and participation by representatives of tribal governments in policy development and service program activities. The County is committed to consultation with Federally Recognized Tribes of Washington State, and to work in collaboration on the delivery of mental health and substance use disorder services.

1.1 Tribal participation on the King County BHAB:

While there have been tribal members on the King County Mental Health Advisory Board (MHAB) in years past there are no tribes represented on the MHAB at this time. Historically, the Alcohol and Substance Abuse Administrative Board (ASAAB) has not had tribal members represented.

King County is currently in the process of sun-setting the current MHAB and ASAAB and creating a new Behavioral Health Advisory Board (BHAB). An ordinance was transmitted to the King County Council in October 2015 proposing revisions to the King County Code reflecting these changes. The King County BHO will invite and actively recruit the Muckleshoot, Snoqualmie, and Cowlitz Tribal representatives on the new BHAB as it is implemented in April 2016.

1.2 Developing Terms and Conditions for the Formal Agreements between Tribes and the King County BHO:

King County has had contractual agreements with the federally recognized tribes in King County – with the Muckleshoot Tribe since 1997; the Snoqualmie Tribe since 2005; and the Cowlitz Tribe since 2014. The General Terms and Conditions or Boilerplate of the King County contract with the Tribes historically has been negotiated with the Muckleshoot legal counsel and is sent to the Snoqualmie and Cowlitz Tribes for their review and approval before transmitting contracts for execution. The terms and conditions in these agreements are consistent with American Indian Addendum Exhibit E—see the attached contracts (Attachment XI-A). As King County implements the BHO, the County will continue to offer

behavioral health contracts to the tribes and maintain terms and conditions consistent with the American Indian Addendum Exhibit E.

1.3 Access to Services:

King County currently holds contracts for treatment services with the Muckleshoot, Snoqualmie, and Cowlitz Tribes as well as the Seattle Indian Health Board which serves urban-based American Indian/Alaska Native (AI/AN) people. In calendar year 2014, approximately 1,734 AI/AN people were served in King County RSN mental health services and 364 AI/AN individuals in King County SUD outpatient programs. King County believes that there were more AI/AN people served than indicated above as many of the native people identify as multicultural and are therefore counted in other cultural/ethnic groups. A large portion of the above identified AI/AN people sought service in, and were served by, our general provider network.

While the County understands that the Muckleshoot, Snoqualmie, and Cowlitz Tribes will be contracting to provide outpatient mental health and SUD treatment services directly with the state for their Medicaid populations, King County has offered to continue to contract with them in 2016 and into the future for behavioral health services that King County has purchased with local funds (e.g. one tenth of one percent sales tax). Additionally, the County is in negotiations with Seattle Indian Health Board regarding contracting for SUD outpatient and residential treatment services for urban AI/AN people.

1.4 Culturally Competent Care:

King County government and all of its departments are committed to providing culturally relevant and competent services for its residents as part of the County's commitment to equity and social justice. King County's 2010 "fair and just" ordinance defines "equity" as all people having full and equal access to opportunities that enable them to attain their full potential. King County aspires for residents to have access to determinants of equity—the social, economic, geographic, political and environmental conditions in which the people in this county are born, grow, live, work and age. The County must also pay attention to "inequities," which are differences that are systematic, patterned, unfair—yet changeable. These inequities may be caused by past and current decisions, systems and institutional structures, policies and societal practices. The ordinance requires a focus on the populations with the greatest needs, particularly low-income populations, communities of color and limited-English speaking populations.

King County has historically provided a differential payment on case rates to assure that provider agencies provide access to cultural consultations for individuals of color including AI/AN. The County is currently reviewing the payment structure for the King County BHO, including the use of differential payments. Should King County continue with a cultural differential payment, this payment would be applied to SUD case rate payments as well. In addition, the King County BHO policies and procedures will require that providers ensure culturally relevant and competent care is

provided. The County has urged, and continues to encourage, the provider community to seek guidance and cultural assistance from the Tribes and Seattle Indian Health Board regarding AI/AN people seeking services from non-tribal providers.

1.5 Tribal Court Orders for SUD ITA:

King County has historically collaborated with the Tribes on tribal court orders for involuntary treatment for substance use disorders when the Tribes requested the County's participation in the process. The County's recent conversations with the Tribes and with Pioneer Center North (PCN) indicate that tribes in this County infrequently use their tribal courts for SUD ITA orders. The Muckleshoot Tribe communicated that their court does not handle SUD ITA matters. The Snoqualmie Tribe had sent people to PCN via their Tribal Court in years past but has not done so recently. The data from PCN indicates that the Cowlitz Tribe has not sent anyone to PCN in the last three years.

King County will continue to coordinate with the Tribes regarding SUD ITA referrals to PCN whether or not they are providing the court orders or if the Tribes request the County's participation in placing one of their members at PCN.

1.6 Tribal Coordination and Existing Agreements:

The current contracts held with the Muckleshoot, Snoqualmie, and Cowlitz Tribes and Seattle Indian Health Board are attached (See attachment XI-A).

1.6.1 King County met with the Muckleshoot, Snoqualmie, and Cowlitz Tribes regarding coordination, contracts and crisis services planning during the past year as part of regular ongoing communication and coordination with the Tribes. These ongoing communications serve as an opportunity for both the Tribes and the County to review/monitor contractual relationships. The semi-annual meetings that the County and the Tribe participate in include a review of the services provided to the Tribal community with the funds provided by the County and a discussion of any potential contract changes the Tribe would like to propose.
Additionally, a meeting to discuss the King County BHO relationship with Seattle Indian Health Board (SIHB) also took place during the month of August 2015.

1.6.2 Other tribal relationships: In addition to the three Federally Recognized Tribes described above, King County is home to two Urban Indian Health Centers: United Indians of All Tribes and the Seattle Indian Health Board. King County has worked with both of these organizations to collaborate and consult for AI/AN individuals. In the past, Seattle Indian Health Board has had representation on the ASAAB. Currently, King County is in discussion with Seattle Indian Health Board to become part of the King County BHO network. King County will also be reaching out to United Indians of All Tribes and offer them an ability to collaborate with the King County BHO for behavioral services.

Department of Community and Human Services
Mental Health, Chemical Abuse and
Dependency Services Division
206-263-9000 TTY Relay: 711

KING COUNTY TRIBAL SERVICES CONTRACT – 2015/2016

Contractor: Cowlitz Tribal Treatment
Project Title: Substance Abuse Treatment Services / Mental Illness and Drug Dependency Services
Contract Amount $ 11,000
Contract Period From: January 1, 2015 To December 31, 2016
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. 5726500 is entered into by KING COUNTY (the "County"), and Cowlitz Tribal Treatment (the "Contractor") whose address is 15455 – 65th Avenue South, Tukwila, Washington 98188.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. EXHIBITS

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

Certificates of Insurance/Endorsements	Attached hereto as Exhibit I
Youth Outpatient Treatment	Attached hereto as Exhibit II
Tribal Substance Use Disorder Treatment Services	Attached hereto as Exhibit III
Chemical Dependency Professional and Certified Prevention Professional Education and Training	Attached hereto as Exhibit IV

II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of January 2015, and shall terminate on the 31st day of December 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

This form is available in alternate formats upon request for persons with disabilities.

IV. COMPENSATION AND METHOD OF PAYMENT

A. The Contractor shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit.

B. The County shall reimburse the Contractor for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.

C. The current funding sources, funding levels, and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY (MIDD)	$ 3,000	07/01/2015 – 12/31/2015
COUNTY (MIDD)	$ 1,000	01/01/2015 – 12/31/2015
COUNTY (MIDD)	$ 2,000	01/01/2016 – 06/30/2016
COUNTY (MIDD)	$ 2,000	07/01/2016 – 12/31/2016
STATE (CD)	$ 3,000	01/01/2015 – 06/30/2015
2015 CD SUBTOTAL	$ 3,000	01/01/2015 – 12/31/2015
2015 MIDD SUBTOTAL	$ 4,000	01/01/2015 – 12/31/2015
2015 SUBTOTAL	$ 7,000	01/01/2015 – 12/31/2015
2016 MIDD SUBTOTAL	$ 4,000	01/01/2016 – 12/31/2016
2016 SUBTOTAL	$ 4,000	01/01/2016 – 12/31/2016
TOTAL	$11,000	01/01/2015 – 12/31/2016

D. The Contractor shall submit an invoice and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice and all outstanding reports are received and approved.

E. If the Contractor's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

F. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.

V. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. The Contractor agrees that equipment purchased with Contract funds at a cost of $5,000 per item or more and identified in an Exhibit as reimbursable is upon its purchase or receipt the property of the Contractor, County, and/or federal, and/or state government, as specified in the Exhibit.

B. The Contractor shall be responsible for all such equipment, including the proper care and maintenance.

C. The Contractor shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or county, upon written request of the County.

D. The Contractor shall admit County staff to the Contractor's premises for the purpose of marking such property with appropriate government property tags.

E. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

VI. CONTRACT AMENDMENTS

Either party may request changes or an extension to this Contract. Proposed amendments which are mutually agreed upon shall be incorporated by written amendments to this Contract. No oral statement or other conduct by the County shall change or modify the Contract. The Contractor may be requested to provide services as part of King County's Transformation Plan. Should such work entail an increase in the number of people served or a change in service area, the County agrees to negotiate in good-faith an amendment to this Contract.

VII. INTERNAL CONTROL, ACCOUNTING AND AUDITS

Internal Control and Accounting
The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles and financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

Audits

A. The Contractor shall submit to the County a copy of its annual A133 Audit, within 30 days of receipt.

B. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Contract, the Contractor agrees this Contract may be amended to require that the Contractor comply with any such additional audit requirements. Even if this Contract is not amended, the Contractor agrees to comply with any such additional audit requirements.

VIII. RECORDS, INSPECTIONS AND EVALUATIONS

A. Retention of Records

1. The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this contract in accordance with generally accepted account principles. The Contractor shall retain, for six years after the date of final payment under the Contract all financial information, data and records for all work.

2. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents and other evidence within 10 working days of any such relocation.

B. Evaluations and Inspections

1. The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

2. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.

3. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

C. Public Records Requests

1. This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

2. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor 10 business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

IX. PROPRIETARY RIGHTS

A. The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

C. The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

X. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

A. The County shall notify the Contractor in writing of the nature of the breach;

B. The Contractor shall respond in writing no later than 10 working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

C. The County shall notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Contractor's corrective action plan;

D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XI. Termination Subsection A;

E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI. Termination. Subsections A., B., C., and D.

XI. TERMINATION

A. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II. Duration of Contract, by providing the Contractor 30 days advance written notice of the termination.

The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event that:

1. The Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or

2. The duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County, pursuant to this Section XI. Termination Subsection A.1, the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

B. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection:

1. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

2. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation.

C. This Contract may be terminated by the Contractor without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Contractor shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XIII. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from: (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

C. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.

D. The Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

E. The County shall protect, defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

F. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, or trade name and/or otherwise results in unfair trade practice.

G. To the extent that a Contractor subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVII. Conflict of Interest Subsection B. of this Contract, the Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards

or damages arising out of, or in any way resulting from, the negligent act or omissions of the Contractor's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

H. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

I. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XIV. INSURANCE REQUIREMENTS

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. Failure by the Contractor, its agents, employees, officers, and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an "occurrence" form, except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

1. If pursuant to this Contract, the Contractor provides a mental health outpatient treatment or non-treatment service, it shall maintain limits no less than, for:

   a. General Liability: $3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $3,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

   b. Professional Liability, Errors, and Omissions: $3,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

2. If, pursuant to this Contract, the Contractor provides a mental health inpatient service, it shall maintain limits no less than, for:

a. General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $5,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

b. Professional Liability, Errors, and Omissions: $3,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

3. If, pursuant to this Contract, the Contractor provides alcohol and/or substance abuse treatment or non-treatment service, it shall maintain limits no less than, for:

a. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $1,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

b. Professional Liability, Errors, and Omissions: $1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the

purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:

a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, until after 45 calendar days prior written notice, has been given to the County.

D. Acceptability of Insurers

Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.

F. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor shall be subject to all of the requirements stated herein.

XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During performance of this Contract, the Contractor, a federally recognized Indian Tribe, agrees to comply with all laws and programs regarding discrimination, including those identified herein, to the extent that those laws and programs are otherwise applicable to federally recognized Indian Tribes for the activities the Tribe carries out pursuant to this Contract. Nothing in this Contract shall interfere with, or be construed as interfering with the Tribe's employment and contracting processes regarding Indian or Tribal preference.

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression, or age. The Contractors equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at $25,000 or more, the non-public Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at $25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

The Tribe shall be considered a public Contractor for the purpose of this subsection.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these

code sections shall specifically apply to this Contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following website address: http://www.kingcounty.gov/bdcc.

   The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than $750,000 dollars.

2. Contact the OMWBE to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at http://www.omwbe.wa.gov/ or by Toll Free telephone (866) 208-1064.

3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the Americans with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under its Contract or agreement with the County, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the Subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

XVI. SUBCONTRACTS AND ASSIGNMENT/SUBCONTRACTING

A. The Contractor shall include the above Sections III. Future Support, IV. Compensation and Method of Payment, V. Equipment Purchase, Maintenance and Ownership, VII. Internal Control, Accounting and Audits, VIII Records, Inspections and Evaluations, XIII. Hold Harmless and Indemnification, XIV. Insurance Requirements, XVI. Subcontracts and Assignment/Subcontracting, paragraph B., XXIV. Services Provided in Accordance with Law and Rule and Regulation, and XXVI. Political Activity Prohibited in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.

B. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

C. The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System https://www.sam.gov which lists all suspended and debarred entities.

D. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment or subcontract.

E. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

XVII. CONFLICT OF INTEREST

A. The Contractor agrees to comply with the provisions that protect against conflict of interest consistent with the guidance provided in KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI. Termination and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one year after leaving County employment if he/she participated in determining the services contracted for herein or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVIII. CONFIDENTIALITY

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XIX. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).

B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:

1. Circumstances associated with the breach;

2. Actions taken by the Contractor to respond to the breach; and

3. Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Contractor shall also provide the County with any information it has regarding the security breach.

D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.

E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).

F. If the Contractor demonstrates that the cost of providing notice would exceed $250,000, or that the potentially affected persons exceeds $500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).

1. Email notice when the Contractor has an email address for the subject persons;

2. Conspicuous posting of the notice on the Contractor's website page, if the Contractor maintains one; and

3. Notification to major County-wide media.

G. For the purpose of this section, "personal information" means the same as defined in RCW 42.56.590

1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or

2. Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

XX. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

A. Obligations and Activities of the Contractor

1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor 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). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the County.

3. Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an email address, website, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.

4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.

5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.

6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.

8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary of the U.S. Department of Health and Human Services, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.

10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

11. To the extent the Contractor is to carry out one or more of the covered entity's obligations under Subpart E of 45 CFR § 164, the contractor shall comply with the requirements of Subpart E that apply to the County in the performance of such obligations.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the

protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Contractor shall reimburse the County without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

XXI. EMERGENCY RESPONSE

A. The Contractor shall prepare and submit within three months of the execution of the Contract the necessary plans, procedures and protocols to:

1. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage; and

2. Continue operations during a prolonged event such as a pandemic.

B. If the Contractor has contracted with the Department of Community and Human Services within the last 36 months, the Contractor shall submit an emergency response plan within one month of the execution of the Contract.

C. The Contractor shall conduct exercises or drills to test the effectiveness of its plans at least once a year and document the results of the exercise or drill.

D. The Contractor shall prepare the plans in a format approved by the County. The explanation of the format will include the specific content of the Contractor's plans. The County will specify areas that must be addressed in the Contractor's plan.

E. The County may waive the requirements in subsections A., B., C., or D. upon written request by the Contractor identifying compelling reasons why such requirements should not apply.

XXII. NOTICES

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via U.S. mail, personal delivery, or electronic mail with the notice or documentation attached in a portable document format (PDF).

XXIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20 & King County Executive Policy CON 7-1-2)

XXIV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor, and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the Department of Social and Health Services (DSHS) and County Agreement on General Terms and Conditions between the DSHS and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System https://www.sam.gov, which lists all suspended and debarred entities.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

XXV. NO THIRD-PARTY BENEFICIARIES

Except for the Parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XXVII. FORCE MAJEURE

The term "force majeure" shall include, without limitation by, the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

XXVIII. SEVERABILITY

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal,

valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

XXIX. DISPUTE RESOLUTION

Contractor disputes pertaining to County decisions regarding contract compliance issues shall be made in writing to the Division Manager of Mental Health, Chemical Abuse and Dependency Services Division. The written dispute shall include the decision being questioned and the point on which the dispute is made.

The Division Manager will make a determination decision and respond in writing to the Contractor within 30 calendar days of receipt. If the Contractor wishes to appeal the Division Manager decision, an additional letter indicating all points of the dispute resolution process to date shall be sent to the Division Manager who will forward the letter with comments to the Department of Community and Human Services Director. The Department Director will make a determination decision and respond in writing to the Contractor within 30 calendar days of receipt.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY	COWLITZ TRIBAL TREATMENT
DocuSigned by: Steve Andryszewski 1136925BF71F469... FOR ve	DocuSigned by: Jim Sherrill 4EEBA31D710E44A...
12/17/2014	Jim Sherrill
Date	Name (Please type or print)
	12/22/2014
	Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY
JULY 2013

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Conover Insurance
1804 West Lewis Street
Pasco WA 99301

CONTACT NAME: Danielle Bergere
PHONE (A/C, No, Ext): (509) 545-3800
FAX (A/C, No): (509) 547-7960
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hudson Insurance Company	25054
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cowlitz Indian Tribe
P. O. Box 2006
Longview WA 98632

COVERAGES CERTIFICATE NUMBER: 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		NACL0040207	9/1/2014	9/1/2015	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		NACL0040207	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		OBH181683579	4/18/2014	4/18/2015	WC STATU-TORY LIMITS X OTH-ER	
							E.L. EACH ACCIDENT	$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
A	Professional E&O			NACL0040207	9/1/2014	9/1/2015	Per Occurrence	1,000,000
							Annual Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
King County, its officers, officials, employees, and agents are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with their Contract.
*Coverage 3.A. Part one statutory benefits subject to a maximum limit of 10,000,000 per employee, per accident.

CERTIFICATE HOLDER

King County
Dept of Community & Human Services
401 5th Ave Suite 500
Seattle, WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Bergere/DANIBE Danielle Bergere

Endorsement No.:
This Endorsement attaches to and forms part of Policy No.: NACL00402-07
In the name of: Cowlitz Indian Tribe; Tribal Chemical Dependency Treatment Program

Effective date of this Endorsement is 12:01 a.m., Sept 1, 2014

ENDORSEMENT - DESIGNATED ADDITIONAL ASSURED

Additional "Assured" status is granted to the following scheduled entity listed below. The entity is an additional "Assured" under this policy, but only for liability arising out of the premises and operations of the Named Assured while acting by or on behalf of the Named Assured.

Status as an Additional Assured	Name and Address of Additional Assured
☐ Political Subdivision	
☐ Railroad	
☐ Lessor	
☐ Loss Payee/Mortgagee	
☐ Property Owner	
☐ Golf Mobile User	
☐ Watercraft User	
☐ Real Estate Manager	
☐ Railroad	
☐ Assured Status Required by Designated Contract	
☒ Other-Describe: Additional Assured	See Attached List

This additional "Assured" status only applies to coverage provided by

1. Insuring Agreement A - General Liability including Contractual Liability, Products and Completed Operations Liability
2. Insuring Agreement B - Liquor Liability;
3. Insuring Agreement F - "Automobile Liability".

NACL00402-07

List of Additional Assureds

King County Housing Authority
600 Andover Park West
Tukwila, WA 98188-3326

King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with their Contract
401 5th Avenue
Suite 500
Seattle, WA 98104

EXHIBIT II
COWLITZ TRIBAL TREATMENT
YOUTH OUTPATIENT TREATMENT

I. WORK STATEMENT

The Contractor shall provide youth outpatient Substance Use Disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not on Medicaid.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,500	07/01/2015 – 12/31/2015
County (MIDD)	$1,000	01/01/2016 – 06/30/2016
County (MIDD)	$1,000	07/01/2016 – 12/31/2016
State	$1,500	01/01/2015 – 06/30/2015
Total	$5,000	01/01/2015 – 12/31/2016

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed $3,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $2,000. The total amount of reimbursement for this Exhibit shall not exceed $5,000 or the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in youth and young adults.

2. To reduce the number of people with mental illness and chemical dependency using costly interventions like detention, emergency rooms, and hospitals.

3. To provide structured youth outpatient SUD treatment and relapse prevention services, and arrange for other support services as necessary. These services are expected to improve educational performance and/or employment opportunities, improve peer and family relationships, and decrease risk factors associated with the development of substance use while enhancing protective factors that decrease the likelihood of continued problematic SUD.

B. Objectives

1. To develop specific and individualized service plans (ISP) in accordance with American Society for Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 81 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Youth ages 10 through 20 years shall receive priority services as described in the KCSUDSS P&P.

2. Youth ages 10 through 20 years shall meet the standards for low-income client eligibility as described in the 2014 KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.

3. Individuals shall be diagnosed with an SUD and in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using the Global Appraisal of Individual Needs – Initial (GAIN-I) and incorporation of the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* or their successors. Persons found to need another level of care will be referred to the appropriate level of care by the Contractor.

4. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP Reviews; and

   c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

c. Documents client involvement in ISP development; and

d. Reflects clinical progress or lack thereof.

4. The Contractor shall ensure that 100 percent of all youth assessments invoiced to the County each month are completed using the GAIN-I and shall ensure that 100 percent of all youth assessments invoiced to the County are followed up using the GAIN – Monitoring 90 day (GAIN-M90) every 90 days until discharge.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other source from any other system.

6. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

7. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:

   a. Has a current offense for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence);

   b. Has at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense;

   c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and

   d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.

8. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:

   a. SPECIAL PROJECT STATE shall be entered as "CJ-Non-DUI Court"; and

   b. CONTRACT shall be marked as "Criminal Justice."

9. The Contractor shall maintain the following documentation in the client's file for clients identified as repeat DUI offenders:

   a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and

   b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

10. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.

11. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

    a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Youth";

    b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and

    c. CONTRACT shall be marked as "Local Sales Tax."

12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:

    a. Name of Service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A staff signature with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and

iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

c. A plan to address or resolve neighborhood problems or concerns; and

d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.

16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

17. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pays and deductible reimbursement. The Contractor shall ensure that:

a. The clients deductible is monitored until met;

b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and

c. Documentation in the client file shall include:

i. Verification of payments made by the insurance company;

ii. Co-pays submitted by the client; and

iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

   a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

   b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is $1,500 for the period of January 1, 2015 through June 30, 2015:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests UA is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $500 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $1,000 for Outpatient Treatment using State GIA funds.

2. The maximum reimbursement is $1,500 for the period of July 1, 2015 through December 31, 2015:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and UAs is:

   a. $500 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

d. $0 for Outpatient Treatment using State GIA funds.

3. The maximum reimbursement is $1,000 for the period of January 1, 2016 through June 30, 2016:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests UA is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is $1,000 for the period of July 1, 2016 through December 31, 2016:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests UA is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

5. A 10 percent sanction will be applied to the Assessment reimbursement requested for failure of the Contractor to utilize a GAIN-I for 100 percent of the total number of assessments billed.

6. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

7. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.

2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.

3. TARGET M-4 reports filtered for the Special Project County code "MIDD-Youth" which list a total of the service hours or client hours provided for the month.

4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which lists a total of the service hours or client hours provided for the month.

5. Target C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include but is not limited to outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT III
COWLITZ TRIBAL TREATMENT
TRIBAL SUBSTANCE USE DISORDER TREATMENT SERVICES

I. WORK STATEMENT

The Contractor shall provide adult outpatient Substance Use Disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not On Medicaid.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,500	07/01/2015 – 12/31/2015
County (MIDD)	$1,000	01/01/2016 – 06/30/2016
County (MIDD)	$1,000	07/01/2016 – 12/31/2016
State	$1,500	01/01/2015 – 06/30/2015
Total	$5,000	01/01/2015 – 12/31/2016

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed $3,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $2,000. The total amount of reimbursement for this Exhibit shall not exceed $5,000 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.
2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

4. To promote family cohesion and cultural identity.

C. Eligibility

1. Individuals 18 years or older shall be non-eligible for Medicaid and must meet the standards for low-income client eligibility as described in the KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* (DSM-IV), or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.

3. Chemically dependent or abusing individuals as assessed by a CDP/CDPT, using an assessment instrument that incorporates the ASAM criteria and the *American Psychiatric Association: DSM IV*, or their successors, shall be eligible for County funding under the MIDD.

4. Adult indigent and low-income individuals shall receive priority services as described in the KCSUDSS P&P.

5. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP reviews; and

   c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

   b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

   c. Documents client involvement in ISP development; and

   d. Reflects clinical progress or lack thereof.

4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:

   a. Has a current offense for a violation of Revised Code of Washington (RCW) 46.61.502 (DUI) or 46.61.504 (Physical Control of Vehicle Under the Influence);

   b. Has at least one prior conviction for a violation of RCW 46.61.502 (DUI) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense; and

   c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and

   d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.

7. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:

   a. SPECIAL PROJECT STATE shall be entered as "Criminal Justice (CJ)-Non-DUI Court"; and

   b. CONTRACT shall be marked as "Criminal Justice."

8. The Contractor shall maintain the following documentation in the client file for clients identified as repeat DUI offenders:

   a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and

   b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

9. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.

10. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

    a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Adult";

    b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and

    c. CONTRACT shall be marked as "Local Sales Tax."

11. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

12. The Contractor shall complete the King County TARGET Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:

    a. Name of service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

        ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and

        iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

    b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

    c. A plan to address or resolve neighborhood problems or concerns; and

    d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.

16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

17. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be a last resort. The most reasonable means of transportation shall be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:

    a. Name of the client;

    b. Name of the residential treatment program;

    c. Location of the residential treatment program;

    d. Date of the transport;

    e. Mode of transportation;

    f. Name of the vendor transporting the client;

    g. Vendor invoice number; and

    h. Actual cost of the transportation.

18. The Contractor may invoice the County for up to eight UAs per individual, per month. Administered UAs shall be documented in the client file and TARGET 2000.

19. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pay and deductible reimbursement. The Contractor shall ensure that:

    a. The client's deductible is monitored until met;

    b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and

    c. Documentation in the client file shall include:

        i. Verification of payments made by the insurance company;

        ii. Co-pays submitted by the client; and

        iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is $1,500 for the period of January 1, 2015 through June 30, 2015:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $500 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $1,000 for Outpatient Treatment using State GIA funds.

2. The maximum reimbursement is $1,500 for the period of July 1, 2015 through December 31, 2015:

   a. $500 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

3. The maximum reimbursement is $1,000 for the period of January 1, 2016 through June 30, 2016:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is $1,000 for the period of July 1, 2016 through December 31, 2016:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

d. $0 for Outpatient Treatment using State GIA funds.

5. Transportation:

a. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;

b. Reimbursement shall be made based on the actual cost for the transportation service provided; and

c. The Contractor shall provide the receipts, invoices, and payment documents related to transportation costs along with their monthly invoice.

6. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

7. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.

2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.

3. TARGET M-4 reports filtered for the Special Project County code "MIDD - Adult" which list a total of the service hours or client hours provided for the month.

4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which list a total of the service hours or client hours provided for the month.

5. TARGET C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include, but is not limited to, outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT IV
COWLITZ TRIBAL TREATMENT
CHEMICAL DEPENDENCY PROFESSIONAL AND CERTIFIED PREVENTION PROFESSIONAL EDUCATION AND TRAINING

I. WORK STATEMENT

The Contractor shall have access to Chemical Dependency Professional (CDP) and Prevention Professional Education and Training funding to reimburse Chemical Dependency Professional Trainees (CDPTs) and Certified Prevention Professional Trainees (CPPTs) for tuition, books and materials for course work, training, and testing costs which meet the educational and testing requirements to become a CDP or Certified Prevention Professional (CPP). Funds may also be used to reimburse CDPs and CPPs for their initial application/certification costs and the annual or biennial certification renewal costs. The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,000	01/01/2015 – 12/31/2015
Total	$1,000	01/01/2015 – 12/31/2015

The total amount of reimbursement for this Exhibit shall not exceed $1,000 for the period of January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of tuition, training, books, materials for course work, and testing which meet the educational requirements to become a CDP or CPP for CDPTs and CPPTs sponsored by the Contractor. The Contractor shall be reimbursed with MIDD funds for initial CDPT, CDP, and CPP application/certification costs and annual or biennial CDPT, CDP, and CPP certification renewal costs.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of CDPs and CPPs in King County.

B. Objectives

1. To increase the number of CDPTs and CPPTs who successfully complete the education requirements to become a CDP or CPP.
2. To increase the number of CDPTs or CPPTs who successfully test to become a CDP or CPP.

3. To support and encourage current CDPs and CPPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The individual must be working in King County as an employee or volunteer of the Contractor.

   a. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.

   b. CPPTs must be working toward obtaining a CPP credential or testing as required to become a CPP.

   c. Current CDPs and CPPs are eligible for reimbursement of certification renewal costs.

2. The Contractor is encouraged to offer the funding to consumer peers who are interested in pursuing a CDP or CPP.

3. Funding for CPPTs and CPP cost reimbursement is limited to those agencies contracted by the County to provide prevention services, or entities authorized by approved waiver, to access this funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall function as a single point of contact for all reimbursements to their employees and volunteers who use this program. Reimbursement requests will not be accepted directly from CDPT, CDPs, CPPTs, or CPPs.

2. The Contractor shall encourage individuals receiving funding under this Exhibit to commit to work for at least one year within the King County treatment and prevention service system.

3. The Contractor shall ensure that CDPT and CDP reimbursement requests are only for the following:

   a. Classes or course work that meets the State of Washington Department of Health (DOH) WAC 246-811 requirements for coursework specific to the assessment, treatment and case management of individuals with substance use disorders;

   b. Courses must be taken from accredited community colleges, universities, National Association of Alcoholism and Drug Abuse Counselors, and other Association for Addiction Professionals-approved education providers;

   c. Test fees for taking and passing the DOH test requirements to become a CDP;

   d. Initial DOH CDPT and CDP application and certification costs; and

e. Annual DOH certification renewal costs for CDPTs and CDPs.

4. The Contractor shall ensure that reimbursement requests for CPPTs and CPPs are only for the following:

   a. Classes, course work, and training that meets the Prevention Specialist Certification Board of Washington (PSCBW) requirements for 150 clock hours of prevention education/training and must be pre-approved by the County;

   b. Prevention education/training that meets the PSCBW requirements includes but is not limited to:

      i. Substance Abuse Prevention Specialist Training;

      ii. Washington State Prevention Summit;

      iii. National Prevention Network Prevention Research Conference;

      iv. The Art and Science of Community Organizing;

      v. Ethics in Substance Abuse Prevention; and

      vi. Education and training related to prevention interventions listed on the National Registry of Evidence-Based Programs and Practices;

   c. PSCBW initial application and test fees associated with becoming a CPP; and

   d. Biennial certification renewal costs for CPPs.

5. The Contractor shall obtain written prior approval from the County Prevention Contract Monitor to be eligible for CPPT education and training reimbursement. The Contractor shall submit to the County a completed Request for Authorization for Prevention Education and Training Form with the course or training announcement attached at least one month in advance of the prevention education/training event. The Contractor shall make the written authorization available for review upon the request of the County.

6. Funds shall not be used to pay for ongoing training and continuing education needs of the CDP and CPP workforce, cultural competency consultation, and clinical supervision.

7. The following are not eligible for reimbursement:

   a. Staff time to attend trainings and/or classes;

   b. The cost of replacement staff to substitute for staff in training and/or classes;

   c. Mileage to and from classes or tests;

   d. Purchases of equipment, such as computers; and

   e. Purchases of materials and books not specifically listed as required for the classes and course work.

8. The County will deny reimbursement requests that do not meet the requirements or may suspend all reimbursements should funding not be adequate to address the requests.

9. All requests for reimbursements are contingent upon passing the course or successful completion of the training or test. The County will not reimburse for courses, training, or tests that are incomplete, or where a failing grade or no credit grade is received.

10. Reimbursable coursework, training, application, re-certification, and testing must be completed during the period of January 1, 2015 through December 31, 2015.

11. The Contractor shall maintain records of all funded reimbursements either as part of the personnel file or in a separate file. These records shall include County pre-approval CPPT education and training forms and verification of successful completion of the courses, training, and testing, verification that the amount reimbursed is accurate, and verification that the CDPT or CPPT taking the courses, training, or test received the reimbursement. The Contractor shall provide copies of these records with their invoice for reimbursement.

12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. MHCADSD will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for CDPT or CPPT amounts not to exceed $1,000 for the period of January 1, 2015 through December 31, 2015.

2. The Contractor shall be reimbursed for expenditures reported on the original Monthly RRS form.

3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.

4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary even if no reimbursements were made during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

The Contractor shall submit a program participation tracking report with the June and December BIP in a format provided by the County.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The

audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the tenth month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

Department of Community and Human Services
Mental Health, Chemical Abuse and
Dependency Services Division
206-263-9000 TTY Relay: 711

KING COUNTY TRIBAL SERVICES CONTRACT – 2015/2016

Contractor: Muckleshoot Indian Tribe
Project Title: Substance Use Disorder, Mental Health, and Mental Illness and Drug Dependency Services
Contract Amount: $214,727
Contract Period From: January 1, 2015 To December 31, 2016
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. 5726341 is entered into by KING COUNTY (the "County"), and Muckleshoot Indian Tribe (the "Contractor") whose address is 39015 – 172nd Avenue S.E., Auburn, Washington 98092.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. EXHIBITS

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

Certificates of Insurance/Endorsements	Attached hereto as Exhibit I
Mental Health Services for Children, Adults, Older Adults, and Families	Attached hereto as Exhibit II
Tribal Substance Use Disorder Treatment Services	Attached hereto as Exhibit III
Youth Outpatient Treatment	Attached hereto as Exhibit IV
Chemical Dependency Professional and Certified Prevention Professional (CDP-CPP) Education and Training	Attached hereto as Exhibit V

II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of January 2015, and shall terminate on the 31st day of December 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

This form is available in alternate formats upon request for persons with disabilities.

III. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

A. The Contractor shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit.

B. The County shall reimburse the Contractor for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.

C. The current funding sources, funding levels, and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY (MIDD)	$57,500	07/01/2015 - 12/31/2015
COUNTY (MIDD)	$1,000	01/01/2015 - 12/31/2015
COUNTY (MIDD)	$2,000	01/01/2016 - 06/30/2016
COUNTY (MIDD)	$2,000	07/01/2016 - 12/31/2016
FEDERAL (MH) Federal Catalogue No. 93.958	$20,363	01/01/2015 - 06/30/2015
FEDERAL (MH) Federal Catalogue No. 93.958	$20,364	07/01/2015 - 12/31/2015
STATE (CD)	$111,500	01/01/2015 - 06/30/2015
2015 CD SUBTOTAL	$111,500	01/01/2015 - 12/31/2015
2015 MH SUBTOTAL	$40,727	01/01/2015 - 12/31/2015
2015 MIDD SUBTOTAL	$58,500	01/01/2015 - 12/31/2015
2015 SUBTOTAL	$210,727	01/01/2015 - 12/31/2015
2016 MIDD SUBTOTAL	$4,000	01/01/2016 - 12/31/2016
2016 SUBTOTAL	$4,000	01/01/2016 - 12/31/2016
TOTAL	$214,727	01/01/2015 - 12/31/2016

D. The Contractor shall submit an invoice and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice and all outstanding reports are received and approved.

E. If the Contractor's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

F. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.

V. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. The Contractor agrees that equipment purchased with Contract funds at a cost of $5,000 per item or more and identified in an Exhibit as reimbursable is upon its purchase or receipt the property of the Contractor, County, and/or federal, and/or state government, as specified in the Exhibit.

B. The Contractor shall be responsible for all such equipment, including the proper care and maintenance.

C. The Contractor shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or county, upon written request of the County.

D. The Contractor shall admit County staff to the Contractor's premises for the purpose of marking such property with appropriate government property tags.

E. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

VI. CONTRACT AMENDMENTS

Either party may request changes or an extension to this Contract. Proposed amendments which are mutually agreed upon shall be incorporated by written amendments to this Contract. No oral statement or other conduct by the County shall change or modify the Contract. The Contractor may be requested to provide services as part of King County's Transformation Plan. Should such work entail an increase in the number of people served or a change in service area, the County agrees to negotiate in good-faith an amendment to this Contract.

VII. INTERNAL CONTROL, ACCOUNTING AND AUDITS

Internal Control and Accounting
The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles and financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

Audits

A. The Contractor shall submit to the County a copy of its annual A133 Audit, within 30 days of receipt.

B. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Contract, the Contractor agrees this Contract may be amended to require that the Contractor comply with any such additional audit requirements. Even if this Contract is not amended, the Contractor agrees to comply with any such additional audit requirements.

VIII. RECORDS, INSPECTIONS AND EVALUATIONS

A. Retention of Records

1. The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this contract in accordance with generally accepted account

principles. The Contractor shall retain, for six years after the date of final payment under the Contract all financial information, data and records for all work.

2. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents and other evidence within 10 working days of any such relocation.

B. Evaluations and Inspections

1. The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

2. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.

3. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

C. Public Records Requests

1. This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

2. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor 10 business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

IX. PROPRIETARY RIGHTS

A. The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

C. The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

X. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

A. The County shall notify the Contractor in writing of the nature of the breach;

B. The Contractor shall respond in writing no later than 10 working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

C. The County shall notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Contractor's corrective action plan;

D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XI. Termination Subsection A;

E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI. Termination. Subsections A., B., C., and D.

XI. TERMINATION

A. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II. Duration of Contract, by providing the Contractor 30 days advance written notice of the termination.

The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event that:

1. The Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or

2. The duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County, pursuant to this Section XI. Termination Subsection A.1, the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

B. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection:

1. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

2. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation.

C. This Contract may be terminated by the Contractor without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Contractor shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XIII. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from: (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

C. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.

D. The Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

E. The County shall protect, defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

F. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, or trade name and/or otherwise results in unfair trade practice.

G. To the extent that a Contractor subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVII. Conflict of Interest Subsection B. of this Contract, the Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards

or damages arising out of, or in any way resulting from, the negligent act or omissions of the Contractor's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

H. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

I. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XIV. INSURANCE REQUIREMENTS

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. Failure by the Contractor, its agents, employees, officers, and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an "occurrence" form, except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

1. If pursuant to this Contract, the Contractor provides a mental health outpatient treatment or non-treatment service, it shall maintain limits no less than, for:

   a. General Liability: $3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $3,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

   b. Professional Liability, Errors, and Omissions: $3,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

2. If, pursuant to this Contract, the Contractor provides a mental health inpatient service, it shall maintain limits no less than, for:

a. General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $5,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

b. Professional Liability, Errors, and Omissions: $3,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

3. If, pursuant to this Contract, the Contractor provides alcohol and/or substance abuse treatment or non-treatment service, it shall maintain limits no less than, for:

a. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $1,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

b. Professional Liability, Errors, and Omissions: $1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the

purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:

a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, until after 45 calendar days prior written notice, has been given to the County.

D. Acceptability of Insurers

Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.

F. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor shall be subject to all of the requirements stated herein.

XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During performance of this Contract, the Contractor, a federally recognized Indian Tribe, agrees to comply with all laws and programs regarding discrimination, including those identified herein, to the extent that those laws and programs are otherwise applicable to federally recognized Indian Tribes for the activities the Tribe carries out pursuant to this Contract. Nothing in this Contract shall interfere with, or be construed as interfering with the Tribe's employment and contracting processes regarding Indian or Tribal preference.

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression, or age. The Contractors equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at $25,000 or more, the non-public Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at $25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx.

The Tribe shall be considered a public Contractor for the purpose of this subsection.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these

code sections shall specifically apply to this Contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following website address: http://www.kingcounty.gov/bdcc.

   The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than $750,000 dollars.

2. Contact the OMWBE to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at http://www.omwbe.wa.gov/ or by Toll Free telephone (866) 208-1064.

3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the Americans with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under its Contract or agreement with the County, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the Subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

XVI. SUBCONTRACTS AND ASSIGNMENT/SUBCONTRACTING

A. The Contractor shall include the above Sections III. Future Support, IV. Compensation and Method of Payment, V. Equipment Purchase, Maintenance and Ownership, VII. Internal Control, Accounting and Audits, VIII Records, Inspections and Evaluations, XIII. Hold Harmless and Indemnification, XIV. Insurance Requirements, XVI. Subcontracts and Assignment/Subcontracting, paragraph B., XXIV. Services Provided in Accordance with Law and Rule and Regulation, and XXVI. Political Activity Prohibited in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.

B. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

C. The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System https://www.sam.gov which lists all suspended and debarred entities.

D. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment or subcontract.

E. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

XVII. CONFLICT OF INTEREST

A. The Contractor agrees to comply with the provisions that protect against conflict of interest consistent with the guidance provided in KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI. Termination and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one year after leaving County employment if he/she participated in determining the services contracted for herein or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVIII. CONFIDENTIALITY

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XIX. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).

B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:

1. Circumstances associated with the breach;

2. Actions taken by the Contractor to respond to the breach; and

3. Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Contractor shall also provide the County with any information it has regarding the security breach.

D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.

E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).

F. If the Contractor demonstrates that the cost of providing notice would exceed $250,000, or that the potentially affected persons exceeds $500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).

1. Email notice when the Contractor has an email address for the subject persons;

2. Conspicuous posting of the notice on the Contractor's website page, if the Contractor maintains one; and

3. Notification to major County-wide media.

G. For the purpose of this section, "personal information" means the same as defined in RCW 42.56.590

1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or

2. Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

XX. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

A. Obligations and Activities of the Contractor

1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor 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). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the County.

3. Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an email address, website, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.

4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.

5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.

6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.

8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary of the U.S. Department of Health and Human Services, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.

10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

11. To the extent the Contractor is to carry out one or more of the covered entity's obligations under Subpart E of 45 CFR § 164, the contractor shall comply with the requirements of Subpart E that apply to the County in the performance of such obligations.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the

protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Contractor shall reimburse the County without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

XXI. EMERGENCY RESPONSE

A. The Contractor shall prepare and submit within three months of the execution of the Contract the necessary plans, procedures and protocols to:

1. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage; and

2. Continue operations during a prolonged event such as a pandemic.

B. If the Contractor has contracted with the Department of Community and Human Services within the last 36 months, the Contractor shall submit an emergency response plan within one month of the execution of the Contract.

C. The Contractor shall conduct exercises or drills to test the effectiveness of its plans at least once a year and document the results of the exercise or drill.

D. The Contractor shall prepare the plans in a format approved by the County. The explanation of the format will include the specific content of the Contractor's plans. The County will specify areas that must be addressed in the Contractor's plan.

E. The County may waive the requirements in subsections A., B., C., or D. upon written request by the Contractor identifying compelling reasons why such requirements should not apply.

XXII. NOTICES

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via U.S. mail, personal delivery, or electronic mail with the notice or documentation attached in a portable document format (PDF).

XXIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20 & King County Executive Policy CON 7-1-2)

XXIV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor, and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the Department of Social and Health Services (DSHS) and County Agreement on General Terms and Conditions between the DSHS and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System https://www.sam.gov, which lists all suspended and debarred entities.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

XXV. NO THIRD-PARTY BENEFICIARIES

Except for the Parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XXVII. FORCE MAJEURE

The term "force majeure" shall include, without limitation by, the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

XXVIII. SEVERABILITY

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal,

valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

XXIX. DISPUTE RESOLUTION

Contractor disputes pertaining to County decisions regarding contract compliance issues shall be made in writing to the Division Manager of Mental Health, Chemical Abuse and Dependency Services Division. The written dispute shall include the decision being questioned and the point on which the dispute is made.

The Division Manager will make a determination decision and respond in writing to the Contractor within 30 calendar days of receipt. If the Contractor wishes to appeal the Division Manager decision, an additional letter indicating all points of the dispute resolution process to date shall be sent to the Division Manager who will forward the letter with comments to the Department of Community and Human Services Director. The Department Director will make a determination decision and respond in writing to the Contractor within 30 calendar days of receipt.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY

FOR

King County Executive

1-9-15

Date

MUCKLESHOOT INDIAN TRIBE

Signature

Virginia Cross, Chairperson

(or) Mike Jerry, Vice-Chair. for

Name (Please type or print)

1/06/15

Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY
JULY 2013

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Seattle WA Office
1420 Fifth Avenue
Suite 1200
Seattle WA 98101-4030 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (206) 749-4800 FAX (A/C. No.): (206) 749-4860
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Co of America	25666
INSURER B:	The Travelers Indemnity Co.	25658
INSURER C:	Charter Oak Fire Ins Co	25615
INSURER D:	Safety National Casualty Corp	15105
INSURER E:		
INSURER F:		

INSURED
Muckleshoot Indian Tribe
Attn: Phillip Brooke
39015 172nd Avenue S.E.
Auburn WA 98092-9763 USA

COVERAGES CERTIFICATE NUMBER: 570052335045 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			ZLP12N55543	01/01/2014	01/01/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			810 4213L867	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			ZUP12N55555	01/01/2014	01/01/2015	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
D	Excess WC			AGC4050019 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EL Each Accident Policy Aggregate Deductible	$1,000,000 $5,000,000 $350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured Includes: Muckleshoot Behavioral Health Program. It is agreed that King County Mental Health, Chemical Abuse, & Dependency Division, its Officers, Officials, employees, and agents are included as Additional Insureds per attached endorsements as respects to General Liability and Automobile Liability, but solely in regards to work being performed by or on behalf of the Named Insured. The General Liability policy extends coverage to health care professional services provided by EMT's or nurses that are not covered by the FTCA.

CERTIFICATE HOLDER

King County Mental Health, Chemical
Abuse & Dependency Services
401 Fifth Avenue, Ste 0400
Seattle WA 98104 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

Holder Identifier :

Certificate No : 570052335045

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ACORD®

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Aon Risk Insurance Services West, Inc.
Seattle WA Office
1420 Fifth Avenue
Suite 1200
Seattle WA 98101-4030 USA

CONTACT NAME:
PHONE (A/C, No. Ext): (206) 749-4800
FAX (A/C, No.): (206) 749-4860
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000037704

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Affiliated FM Insurance Co.	10014
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Muckleshoot Indian Tribe
Attn: Phillip Brooke
39015 172nd Avenue S.E.
Auburn WA 98092-9763 USA

COVERAGES CERTIFICATE NUMBER: 570052335068 REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Muckleshoot Behavioral Health Program.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD X ALL RISK-Subject to Exclusions	SE832	01/01/2014	01/01/2015	X BUILDING X PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	Included Included
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Limits per schedule on file with the Insurance Carrier.

CERTIFICATE HOLDER

King County Mental Health, Chemical
Abuse & Dependency Services
401 Fifth Avenue, Ste 0400
Seattle WA 98104 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570052335068

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ACORD 24 (2009/09) The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: ZLP-12N55543-14-PD

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01/23/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured

King County Mental Health Chemical Abuse and Dependency Division
Its officers, officials, employees and agents contract only.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

The following is added to Paragraph **4.a., Primary Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance afforded under this Coverage Part to an additional insured designated in the Schedule above is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that if you agree in a written contract or agreement that the insurance afforded to such additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to such other insurance only if:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

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cial, "executive officer", director or member.

2. The following replaces the first sentence of Paragraph **1.d.** of **SECTION II – WHO IS AN INSURED:**

   An organization other than an "Indian tribe", partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

   "Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

   a. The United States of America; or

   b. Any state in the United States of America.

   "Your boards":

   a. Means any board, commission, or other governmental unit or department that:

      (1) Is under your jurisdiction; and

      (2) Is funded and operated as part of your total operating budget.

   b. Does not include any "joint powers authority".

   "Joint powers authority" means any organization formed by an "Indian tribe" and one or more public entities, or by two or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

H. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED:**

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than an "Indian tribe", partnership, joint venture, limited liability company or trust) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

   Unless you are in the business or occupation of providing "professional health care services", Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer nurse or doctor. Any such "employees" or "volunteer workers" providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

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The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED:**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

M. GOOD SAMARITAN SERVICES COVERAGE – AMENDMENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LIMIT

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission committed in providing or failing to provide "Good Samaritan services" to a person by:

   a. Any of your elected or appointed officials, "executive officers" or directors;

   b. Any member of "your boards";

   c. Any of your "employees" or "volunteer workers"; or

   d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage **A** – Bodily Injury And Property Damage Liability applies;

   other than a nurse or doctor.

2. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by:

   a. Any of your elected or appointed officials, "executive officers" or directors;

   b. Any member of "your boards";

   c. Any of your "employees" or "volunteer workers"; or

   d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage **A** – Bodily Injury And Property Damage Liability applies;

   in providing or failing to provide "Good Samaritan services" to any one person will be deemed to be one "occurrence".

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2., Duties In The Event of Occurrence, Offense, Claim or Suit,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are an "Indian tribe"), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than an "Indian tribe", partnership, joint venture, limited liability company, or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A lawfully elected or appointed official, "executive officer" or director of any "Indian tribe";

(ii) A partner or member of any partnership or joint venture;

(iii) A manager of any limited liability company;

(iv) A trustee of any trust; or

(v) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's

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right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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EXHIBIT II
MUCKLESHOOT INDIAN TRIBE
MENTAL HEALTH SERVICES FOR CHILDREN, ADULTS, OLDER ADULTS, AND FAMILIES

I. WORK STATEMENT

The Muckleshoot Indian Tribal Health Services shall provide mental health services to children, adults, older adults, and families of the Muckleshoot Indian Tribe.

Funding Source

Fund Source	Amount	Effective Dates
Federal CFDA No. 93.958	$20,363	01/01/2015 – 06/30/2015
Federal CFDA No. 93.958	$20,364	07/01/2015 – 12/31/2015
Total	$40,727	01/01/2015 – 12/31/2015

The total amount of reimbursement for this Exhibit shall not exceed $40,727 for the period January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

To improve and promote mental health services for the children, adults, older adults, and families of the Muckleshoot Indian Tribe that are determined to be clinically necessary and culturally appropriate and that improve an individual's ability to function.

B. Objectives

1. To ensure that mental health services are provided to children, adults, older adults, and families who are members of the Muckleshoot Indian Tribe.
2. To provide psychiatric services for the clients of the Muckleshoot Health Services Program.
3. To promote family cohesion and cultural identity.

C. Eligibility

Eligible persons are those individuals who are members of, or are related to members of, the Muckleshoot Indian Tribe and are in need of mental health services and supports.

D. Definitions

Mental Health Services: services designed to improve mental health functions and decrease adverse symptoms associated with mental illness and emotional disturbances. These services are intended to integrate mental health interventions into everyday tribal life, drawing upon community members and local businesses as resources to participate in the various activities, and they are conceived to strengthen intergenerational relationships and support cultural identity.

E. Program-Specific Requirements

1. The Contractor shall develop mental health services designed to improve the functioning of Tribal members and include opportunities for mentoring, teaching skills, establishing teamwork, enhancing decision-making, improving self-confidence and self-esteem, and providing services to the community.

2. The Contractor shall provide the following psychiatric services:

   a. Assessment;

   b. Medication evaluation, management, and review; and

   c. Consultation.

3. The Contractor shall ensure that services are provided at times and in locations convenient to service recipients and shall include outreach and engagement activities to encourage participation.

4. The Contractor shall ensure that tribal mental health staff provide oversight of mental health services.

5. The Contractor shall not use Mental Health Block Grant Funds for the following:

   a. Inpatient mental health services;

   b. Construction and/or renovation;

   c. Capital assets or the accumulation of operating reserve accounts;

   d. Equipment costs over $5,000;

   e. Cash payments to consumers; or

   f. State match for other federal funds.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit quarterly a Billing Invoice Package (BIP) that consists of a Reimbursement Request Summary provided by the County and other reporting requirements as stated in Section IV. REPORTING REQUIREMENTS.

2. The BIP shall be completed according to minimum standards as defined in the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Standards.

3. The BIP is due within 15 days after the end of each quarter, except at the end of the calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium, when an earlier due date may be required.

B. Method of Payment

1. Payments shall be based on the total number of mental health service hours billed for the quarter at $30 per hour.

2. Payments shall be made in quarterly amounts up to $10,181.50 for the periods of January 1, 2015 through March 31, 2015 and April 1, 2015 through June 30, 2015, and $10,182 for the periods of July 1, 2015 through September 30, 2015 and October 1, 2015 through December 31, 2015.

3. Reimbursement shall not exceed $40,727 for the period of January 1, 2015 through December 31, 2015.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

None required.

B. Quarterly Reports

The Contractor shall submit the Mental Health Services Quarterly Report with the BIP in hard copy to the MHCADSD Contract Monitor as follows:

1. The report for October 1, 2014 through December 31, 2014 is due by January 15, 2015;

2. The report for January 1, 2015 through March 31, 2015 is due by April 15, 2015;

3. The report for April 1, 2015 through June 30, 2015 is due by July 15, 2015; and

4. The report for July 1, 2015 through September 30, 2015 is due by October 15, 2015.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

None required.

EXHIBIT III
MUCKLESHOOT INDIAN TRIBE
TRIBAL SUBSTANCE USE DISORDER TREATMENT SERVICES

I. WORK STATEMENT

The Contractor shall provide adult outpatient substance use disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not On Medicaid.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$ 57,000	07/01/2015 – 12/31/2015
County (MIDD)	$ 1,000	01/01/2016 – 06/30/2016
County (MIDD)	$ 1,000	07/01/2016 – 12/31/2016
State	$110,000	01/01/2015 – 06/30/2015
Total	$169,000	01/01/2015 – 12/31/2016

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed $167,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $2,000. The total amount of reimbursement for this Exhibit shall not exceed $169,000 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.
2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.
2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

4. To ensure that SUD services are provided to adults and families who are members of the Muckleshoot Indian Tribe.

5. To promote family cohesion and cultural identity.

C. Eligibility

1. Individuals 18 years or older shall be non-eligible for Medicaid and must meet the standards for low-income client eligibility as described in the KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual, Fourth Edition (DSM IV),* or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.

3. Chemically dependent or abusing individuals as assessed by a CDP/CDPT, using an assessment instrument that incorporates the ASAM criteria and the *American Psychiatric Association: DSM IV*, or their successors, shall be eligible for County funding under the MIDD.

4. Adult indigent and low-income individuals shall receive priority services as described in the KCSUDSS P&P.

5. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP reviews; and

c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

   b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

   c. Documents client involvement in ISP development; and

   d. Reflects clinical progress or lack thereof.

4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:

   a. Has a current offense for a violation of Revised Code of Washington (RCW) 46.61.502 (DUI) or 46.61.504 (Physical Control of Vehicle Under the Influence);

   b. Has at least one prior conviction for a violation of RCW 46.61.502 (DUI) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense; and

   c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and

   d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.

7. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:

   a. SPECIAL PROJECT STATE shall be entered as "Criminal Justice (CJ)-Non-DUI Court"; and

   b. CONTRACT shall be marked as "Criminal Justice."

8. The Contractor shall maintain the following documentation in the client file for clients identified as repeat DUI offenders:

   a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and

   b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

9. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight urinalysis (UAs) per individual per month.

10. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

    a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Adult";

    b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and

    c. CONTRACT shall be marked as "Local Sales Tax."

11. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

12. The Contractor shall complete the King County TARGET Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:

    a. Name of service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

        ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and

        iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

    b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

    c. A plan to address or resolve neighborhood problems or concerns; and

    d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.

16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

17. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be a last resort. The most reasonable means of transportation shall be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:

    a. Name of the client;

    b. Name of the residential treatment program;

    c. Location of the residential treatment program;

    d. Date of the transport;

    e. Mode of transportation;

    f. Name of the vendor transporting the client;

    g. Vendor invoice number; and

h. Actual cost of the transportation.

18. The Contractor may invoice the County for up to eight urinalysis (UAs) per individual, per month. Administered UAs shall be documented in the client file and TARGET 2000.

19. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pay and deductible reimbursement. The Contractor shall ensure that:

    a. The client's deductible is monitored until met;

    b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and

    c. Documentation in the client file shall include:

        i. Verification of payments made by the insurance company;

        ii. Co-pays submitted by the client; and

        iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the

state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is $110,000 for the period of January 1, 2015 through June 30, 2015:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $10,000 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $100,000 for Outpatient Treatment using State GIA funds.

2. The maximum reimbursement is $57,000 for the period of July 1, 2015 through December 31, 2015:

   a. $7,000 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $50,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

3. The maximum reimbursement is $1,000 for the period of January 1, 2016 through June 30, 2016:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is $1,000 for the period of July 1, 2016 through December 31, 2016:

a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

d. $0 for Outpatient Treatment using State GIA funds.

5. Transportation:

a. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;

b. Reimbursement shall be made based on the actual cost for the transportation service provided; and

c. The Contractor shall provide the receipts, invoices, and payment documents related to transportation costs along with their monthly invoice.

6. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

7. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.

2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.

3. TARGET M-4 reports filtered for the Special Project County code "MIDD - Adult" which list a total of the service hours or client hours provided for the month.

4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which list a total of the service hours or client hours provided for the month.

5. TARGET C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include, but is not limited to, outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT IV
MUCKLESHOOT INDIAN TRIBE
YOUTH OUTPATIENT TREATMENT

I. WORK STATEMENT

The Contractor shall provide youth outpatient substance use disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not on Medicaid.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$ 500	07/01/2015 – 12/31/2015
County (MIDD)	$1,000	01/01/2016 – 06/30/2016
County (MIDD)	$1,000	07/01/2016 – 12/31/2016
State	$1,500	01/01/2015 – 06/30/2015
Total	$4,000	01/01/2015 – 12/31/2016

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed $2,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $2,000. The total amount of reimbursement for this Exhibit shall not exceed $4,000 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in youth and young adults.

2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.

3. To provide structured youth outpatient SUD treatment and relapse prevention services, and arrange for other support services as necessary. These services are expected to improve educational performance and/or employment opportunities, improve peer and family relationships, and decrease risk factors associated with the development of substance use while enhancing protective factors that decrease the likelihood of continued problematic SUD.

B. Objectives

1. To develop specific and individualized service plans (ISP) in accordance with American Society for Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 81 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Youth ages 10 through 20 years shall receive priority services as described in the KCSUDSS P&P.

2. Youth ages 10 through 20 years shall meet the standards for low-income client eligibility as described in the 2014 KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.

3. Individuals shall be diagnosed with an SUD and in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using the Global Appraisal of Individual Needs – Initial (GAIN-I) and incorporation of the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV (DSM IV)* or their successors. Persons found to need another level of care will be referred to the appropriate level of care by the Contractor.

4. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP Reviews; and

   c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

   b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

   c. Documents client involvement in ISP development; and

   d. Reflects clinical progress or lack thereof.

4. The Contractor shall ensure that 100 percent of all youth assessments invoiced to the County each month are completed using the GAIN-I and shall ensure that 100 percent of all youth assessments invoiced to the County are followed up using the GAIN – Monitoring 90 day (GAIN-M90) every 90 days until discharge.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other source from any other system.

6. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

7. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:

   a. Has a current offense for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence);

   b. Has at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense;

   c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and

   d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.

8. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:

   a. SPECIAL PROJECT STATE shall be entered as "CJ-Non-DUI Court"; and

   b. CONTRACT shall be marked as "Criminal Justice."

9. The Contractor shall maintain the following documentation in the client's file for clients identified as repeat DUI offenders:

   a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and

b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

10. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.

11. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

    a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Youth";

    b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and

    c. CONTRACT shall be marked as "Local Sales Tax."

12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:

    a. Name of Service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A staff signature with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

        ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and

        iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

    b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

    c. A plan to address or resolve neighborhood problems or concerns; and

    d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.

16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

17. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pays and deductible reimbursement. The Contractor shall ensure that:

    a. The clients deductible is monitored until met;

    b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and

    c. Documentation in the client file shall include:

        i. Verification of payments made by the insurance company;

        ii. Co-pays submitted by the client; and

        iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

   a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

   b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is $1,500 for the period of January 1, 2015 through June 30, 2015:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests Urinalysis (UA) is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $500 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

d. $1,000 for Outpatient Treatment using State GIA funds.

2. The maximum reimbursement is $500 for the period of July 1, 2015 through December 31, 2015:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and UAs is:

   a. $500 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

3. The maximum reimbursement is $1,000 for the period of January 1, 2016 through June 30, 2016:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests Urinalysis (UA) is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is $1,000 for the period of July 1, 2016 through December 31, 2016:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests Urinalysis (UA) is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

5. A 10 percent sanction will be applied to the Assessment reimbursement requested for failure of the Contractor to utilize a GAIN-I for 100 percent of the total number of assessments billed.

6. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

7. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.

2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.

3. TARGET M-4 reports filtered for the Special Project County code "MIDD-Youth" which list a total of the service hours or client hours provided for the month.

4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which lists a total of the service hours or client hours provided for the month.

5. Target C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's

fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include but is not limited to outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT V
MUCKLESHOOT INDIAN TRIBE
CHEMICAL DEPENDENCY PROFESSIONAL AND CERTIFIED PREVENTION PROFESSIONAL EDUCATION AND TRAINING

I. WORK STATEMENT

The Contractor shall have access to Chemical Dependency Professional (CDP) and Prevention Professional Education and Training funding to reimburse Chemical Dependency Professional Trainees (CDPTs) and Certified Prevention Professional Trainees (CPPTs) for tuition, books and materials for course work, training, and testing costs which meet the educational and testing requirements to become a CDP or Certified Prevention Professional (CPP). Funds may also be used to reimburse CDPs and CPPs for their initial application/certification costs and the annual or biennial certification renewal costs. The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,000	01/01/2015 – 12/31/2015
Total	$1,000	01/01/2015 – 12/31/2015

The total amount of reimbursement for this Exhibit shall not exceed $1,000 for the period of January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of tuition, training, books, materials for course work, and testing which meet the educational requirements to become a CDP or CPP for CDPTs and CPPTs sponsored by the Contractor. The Contractor shall be reimbursed with MIDD funds for initial CDPT, CDP, and CPP application/certification costs and annual or biennial CDPT, CDP, and CPP certification renewal costs.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of CDPs and CPPs in King County.

B. Objectives

1. To increase the number of CDPTs and CPPTs who successfully complete the education requirements to become a CDP or CPP.
2. To increase the number of CDPTs or CPPTs who successfully test to become a CDP or CPP.

3. To support and encourage current CDPs and CPPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The individual must be working in King County as an employee or volunteer of the Contractor.

   a. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.

   b. CPPTs must be working toward obtaining a CPP credential or testing as required to become a CPP.

   c. Current CDPs and CPPs are eligible for reimbursement of certification renewal costs.

2. The Contractor is encouraged to offer the funding to consumer peers who are interested in pursuing a CDP or CPP.

3. Funding for CPPTs and CPP cost reimbursement is limited to those agencies contracted by the County to provide prevention services, or entities authorized by approved waiver, to access this funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall function as a single point of contact for all reimbursements to their employees and volunteers who use this program. Reimbursement requests will not be accepted directly from CDPT, CDPs, CPPTs, or CPPs.

2. The Contractor shall encourage individuals receiving funding under this Exhibit to commit to work for at least one year within the King County treatment and prevention service system.

3. The Contractor shall ensure that CDPT and CDP reimbursement requests are only for the following:

   a. Classes or course work that meets the State of Washington Department of Health (DOH) WAC 246-811 requirements for coursework specific to the assessment, treatment and case management of individuals with substance use disorders;

   b. Courses must be taken from accredited community colleges, universities, National Association of Alcoholism and Drug Abuse Counselors, and other Association for Addiction Professionals-approved education providers;

   c. Test fees for taking and passing the DOH test requirements to become a CDP;

   d. Initial DOH CDPT and CDP application and certification costs; and

e. Annual DOH certification renewal costs for CDPTs and CDPs.

4. The Contractor shall ensure that reimbursement requests for CPPTs and CPPs are only for the following:

   a. Classes, course work, and training that meets the Prevention Specialist Certification Board of Washington (PSCBW) requirements for 150 clock hours of prevention education/training and must be pre-approved by the County;

   b. Prevention education/training that meets the PSCBW requirements includes but is not limited to:

      i. Substance Abuse Prevention Specialist Training;

      ii. Washington State Prevention Summit;

      iii. National Prevention Network Prevention Research Conference;

      iv. The Art and Science of Community Organizing;

      v. Ethics in Substance Abuse Prevention; and

      vi. Education and training related to prevention interventions listed on the National Registry of Evidence-Based Programs and Practices;

   c. PSCBW initial application and test fees associated with becoming a CPP; and

   d. Biennial certification renewal costs for CPPs.

5. The Contractor shall obtain written prior approval from the County Prevention Contract Monitor to be eligible for CPPT education and training reimbursement. The Contractor shall submit to the County a completed Request for Authorization for Prevention Education and Training Form with the course or training announcement attached at least one month in advance of the prevention education/training event. The Contractor shall make the written authorization available for review upon the request of the County.

6. Funds shall not be used to pay for ongoing training and continuing education needs of the CDP and CPP workforce, cultural competency consultation, and clinical supervision.

7. The following are not eligible for reimbursement:

   a. Staff time to attend trainings and/or classes;

   b. The cost of replacement staff to substitute for staff in training and/or classes;

   c. Mileage to and from classes or tests;

   d. Purchases of equipment, such as computers; and

   e. Purchases of materials and books not specifically listed as required for the classes and course work.

8. The County will deny reimbursement requests that do not meet the requirements or may suspend all reimbursements should funding not be adequate to address the requests.

9. All requests for reimbursements are contingent upon passing the course or successful completion of the training or test. The County will not reimburse for courses, training, or tests that are incomplete, or where a failing grade or no credit grade is received.

10. Reimbursable coursework, training, application, re-certification, and testing must be completed during the period of January 1, 2015 through December 31, 2015.

11. The Contractor shall maintain records of all funded reimbursements either as part of the personnel file or in a separate file. These records shall include County pre-approval CPPT education and training forms and verification of successful completion of the courses, training, and testing, verification that the amount reimbursed is accurate, and verification that the CDPT or CPPT taking the courses, training, or test received the reimbursement. The Contractor shall provide copies of these records with their invoice for reimbursement.

12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P), Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for CDPT or CPPT amounts not to exceed $1,000 for the period of January 1, 2015 through December 31, 2015.

2. The Contractor shall be reimbursed for expenditures reported on the original Monthly RRS form.

3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.

4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary even if no reimbursements were made during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

The Contractor shall submit a program participation tracking report with the June and December BIP in a format provided by the County.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the tenth month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

Department of Community and Human Services
Mental Health, Chemical Abuse and
Dependency Services Division
206-263-9000 – TTY Relay: 711

KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2015/2016

Contractor Seattle Indian Health Board
Project Title Substance Use Disorder Services / Mental Illness and Drug Dependency Services
Contract Amount $ 144,400
Contract Period From: January 1, 2015 To December 31, 2016
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. 5726458 is entered into by KING COUNTY (the "County"), and Seattle Indian Health Board (the "Contractor") whose address is Post Office Box 3364, 606 12th Avenue South, Seattle, Washington 98144.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY (MIDD)	$1,500	07/01/2015 - 12/31/2015
COUNTY (MIDD)	$70,700	01/01/2015 - 12/31/2015
COUNTY (MIDD)	$1,000	01/01/2016 - 06/30/2016
COUNTY (MIDD)	$1,000	07/01/2016 - 12/31/2016
COUNTY (MIDD)	$68,700	01/01/2016 - 12/31/2016
STATE (CD)	$1,500	01/01/2015 - 06/30/2015
2015 CD SUBTOTAL	$1,500	01/01/2015 - 12/31/2015
2015 MIDD SUBTOTAL	$72,200	01/01/2015 - 12/31/2015
2015 SUBTOTAL	$73,700	01/01/2015 - 12/31/2015
2016 MIDD SUBTOTAL	$70,700	01/01/2016 - 12/31/2016
2016 SUBTOTAL	$70,700	01/01/2016 - 12/31/2016
TOTAL	$144,400	01/01/2015 - 12/31/2016

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

This form is available in alternate formats upon request for persons with disabilities.

I. Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Certificates of Insurance/Endorsements	Attached hereto as Exhibit I
Adult Outpatient Treatment	Attached hereto as Exhibit II
Title XIX Medicaid Adult Outpatient Treatment	Attached hereto as Exhibit III
Adult Drug Diversion Court Residential Treatment Services	Attached hereto as Exhibit IV
Sobering Adult Case Management	Attached hereto as Exhibit V
Chemical Dependency Professional and Certified Prevention Professional Education and Training	Attached hereto as Exhibit VI

II. Term and Termination

A. This Contract shall commence on January 1, 2015, and shall terminate on December 31, 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B. This Contract may be terminated by the County or the Contractor without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the other party 30 days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection II.A. above, by providing the Contractor 30 days advance written notice of the suspension.

C. The County may terminate or suspend this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current

appropriation year. The current funding sources associated with this Contract are specified on page 1.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III. Compensation and Method of Payment

A. The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract and its attached exhibit(s).

B. The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice is received.

C. The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as specified in this contract and its attached exhibit(s), the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

IV. Internal Control and Accounting System

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of incorporation.

V. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. Debarment status may be verified at https://www.sam.gov/.

VI. Maintenance of Records/Evaluations and Inspections

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

   The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Contractor shall provide right of access to its facilities—including those of any subcontractor assigned any portion of this Contract pursuant to Section XIII—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County. The Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

C. The records listed in A and B above shall be maintained for a period of six years after termination of this Contract. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.

D. Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

E. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F. The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/DCHS/contracts

VIII. Audits

A. If the Contractor, for-profit or non-profit, receives in excess of $100,000 in funds during its fiscal year from the County, it shall provide a fiscal year audited financial statement prepared by an independent Certified Public Accountant or Accounting Firm within nine months subsequent to the close of the Contractor's fiscal year.

B. Additional audit or review requirements which may be imposed on the County, such as the OMB Single Audit requirement, will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

C. A Contractor that is not subject to the OMB Single Audit requirement may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

1. That financial statement audit and any associated management letter show no reportable conditions or internal control issues; and

2. There has been no turnover in key staff since the beginning of the period for which the audit was completed.

IX. Corrective Action

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A. The County will notify the Contractor in writing of the nature of the breach;

The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

C. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;

D. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II., Subsections B, C, D, and E.

X. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI. Hold Harmless and Indemnification

A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C. The Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. The County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII. **Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at http://www.kingcounty.gov/DCHS/contracts. Contractors shall read and provide required insurance documentation prior to the signing of this Contract.

XIII. **Assignment/Subcontracting**

A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment.

B. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. The Contractor shall include Sections IV, V, VI, VII, XI A, XI B, XI G, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXV, and XXVI, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. The Contractor agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV. **Nondiscrimination and Equal Employment Opportunity**

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their

sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http://www.kingcounty.gov/DCHS/contracts.

XV. **Conflict of Interest**

A. The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.

C. The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI. **Equipment Purchase, Maintenance, and Ownership**

A. The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

B. The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII. **Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII. **Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX. **King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX. **Future Support**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXI. **Entire Contract/Waiver of Default**

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII. **Contract Amendments**

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII. **Notices**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV. **Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV. **Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI. **No Third Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVII. **Contractor Certification**

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the DCHS website at http://www.kingcounty.gov/DCHS/contracts and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

DocuSigned by:
Steve Andryszewski FOR
1138925BF71F489...
itive

12/29/2014
Date

SEATTLE INDIAN HEALTH BOARD

90F9DF66BA4F476
Ralph Forquera
Signature
DocuSigned by: Ralph Forquera

Ralph Forquera
Name (Please type or print)

12/29/2014
Date

Approved as to Form:
OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

SEAT-35 OP ID: AB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lovsted-Worthington LLC
P.O. Box 607 Bothell WA 98041
424 Third Ave W
Seattle, WA 98119
Steven Colson
206-285-7735
206-285-3461

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hudson Insurance Group	
INSURER B : Great American Ins. Companies	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Seattle Indian Health Board
Barbara Johnson
606 12th Ave. So.
Seattle, WA 98144

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HCF4010193	07/01/14	07/01/15	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Emp Ben.	$ Included
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAP 0521733	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EXC0521734 EX AUTO LIAB	07/01/14	07/01/15	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCF4010193	07/01/14	07/01/15	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab (Claims Made)			HCF4010193	07/01/14	07/01/15	Aggregate Incident	3,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

King County MHCADSD or other King county orginizations to which duties of MHCADSD are assigned by ordinance passed by the King County Counsel are added as additional insureds but only as respects their liability arising out of the operations of the named insured. Blanket additional insured attached.

CERTIFICATE HOLDER

King County Mental Health,
Chemical Abuse and Dependency
Services Division
401 5th Avenue, CNKMS0400
Seattle, WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Colson

Hudson Specialty Insurance Company

ADDITIONAL INSURED – BLANKET COVERAGE
COMMERCIAL GENERAL LIABILITY
END716 – 01/03

SECTION II. COMMERCIAL GENERAL LIABILITY, D. WHO IS AN INSURED is amended to include as an insured any person or organization that is required by contract or agreement to be named as an additional insured under your policy but only with respect to liability arising out of your operations or premises owned by or rented to you.

All Other Terms and Conditions of This Policy Remain Unchanged.

Named Insured:
Policy Number:
Endorsement Effective Date:
Endorsement Number:
Endorsement Issue Date:

EXHIBIT II
SEATTLE INDIAN HEALTH BOARD
ADULT OUTPATIENT TREATMENT

I. WORK STATEMENT

The Contractor shall provide adult outpatient Substance Use Disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not On Medicaid.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,500	07/01/2015 – 12/31/2015
County (MIDD)	$1,000	01/01/2016 – 06/30/2016
County (MIDD)	$1,000	07/01/2016 – 12/31/2016
State	$1,500	01/01/2015 – 06/30/2015
Total	$5,000	01/01/2015 – 12/31/2016

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed $3,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $2,000. The total amount of reimbursement for this Exhibit shall not exceed $5,000 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.

2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.

3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Individuals 18 years or older shall be non-eligible for Medicaid and must meet the standards for low-income client eligibility as described in the 2014 KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV*, or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.

3. Chemically dependent or abusing individuals as assessed by a CDP/CDPT, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV*, or their successors, shall be eligible for County funding under the MIDD.

4. Adult indigent and low-income individuals shall receive priority services as described in the KCSUDSS P&P.

5. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP reviews; and

   c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

   b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

   c. Documents client involvement in ISP development; and

   d. Reflects clinical progress or lack thereof.

4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:

   a. Has a current offense for a violation of Revised Code of Washington (RCW) 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence);

   b. Has at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense; and

   c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and

   d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.

7. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:

   a. SPECIAL PROJECT STATE shall be entered as "CJ-Non-DUI Court"; and

   b. CONTRACT shall be marked as "Criminal Justice."

8. The Contractor shall maintain the following documentation in the client file for clients identified as repeat DUI offenders:

   a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and

   b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

9. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.

10. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

    a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Adult";

    b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and

    c. CONTRACT shall be marked as "Local Sales Tax."

11. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

12. The Contractor shall complete the King County TARGET Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:

    a. Name of service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

        ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and

        iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

    b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

    c. A plan to address or resolve neighborhood problems or concerns; and

    d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.

16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

17. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be a last resort. The most reasonable means of transportation shall be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:

    i. Name of the client;

    ii. Name of the residential treatment program;

    iii. Location of the residential treatment program;

    iv. Date of the transport;

    v. Mode of transportation;

    vi. Name of the vendor transporting the client;

    vii. Vendor invoice number; and

    viii. Actual cost of the transportation.

18. The Contractor may invoice the County for up to eight UAs per individual, per month. Administered UAs shall be documented in the client file and TARGET 2000.

19. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pay and deductible reimbursement. The Contractor shall ensure that:

    a. The client's deductible is monitored until met;

    b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and

    c. Documentation in the client file shall include:

        i. Verification of payments made by the insurance company;

        ii. Co-pays submitted by the client; and

        iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is $1,500 for the period of January 1, 2015 through June 30, 2015:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $500 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $1,000 for Outpatient Treatment using State GIA funds.

2. The maximum reimbursement is $1,500 for the period of July 1, 2015 through December 31, 2015:

   a. $500 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

3. The maximum reimbursement is $1,000 for the period of January 1, 2016 through June 30, 2016:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is $1,000 for the period of July 1, 2016 through December 31, 2016:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

d. $0 for Outpatient Treatment using State GIA funds.

3. Transportation:

a. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;

b. Reimbursement shall be made based on the actual cost for the transportation service provided; and

c. The Contractor shall provide the receipts, invoices, and payment documents related to transportation costs along with their monthly invoice.

4. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

5. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.

2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.

3. TARGET M-4 reports filtered for the Special Project County code "MIDD - Adult" which list a total of the service hours or client hours provided for the month.

4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which list a total of the service hours or client hours provided for the month.

5. TARGET C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include, but is not limited to, outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT III
SEATTLE INDIAN HEALTH BOARD
TITLE XIX MEDICAID ADULT OUTPATIENT TREATMENT

I. WORK STATEMENT

The Contractor shall provide outpatient Substance Use Disorder (SUD) treatment services for individuals enrolled in the Apple Health Medicaid program (Title XIX).

Funding Source

The Contractor shall be reimbursed by the Department of Social and Health Services (DSHS) for outpatient SUD treatment services in accordance with the most current DSHS Title XIX reimbursement schedule. The Contractor shall accept this reimbursement as the sole and complete remuneration for services provided during the Exhibit period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.

2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.

3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Individuals shall be enrolled in Title XIX.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.

3. Eligible individuals shall receive priority services as described in the KCSUDSS P&P.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP reviews; and

   c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

   b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

   c. Documents client involvement in ISP development; and

   d. Reflects clinical progress or lack thereof.

4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall maintain, in good standing, a current Title XIX contract with the Division of Behavioral Health and Recovery (DBHR). The Contractor shall comply with Title XIX service requirements as specified in the Contractor's Core Provider Agreement.

7. The Contractor shall follow the guidelines and billing instructions as described in the most current ProviderOne Billing and Resource Guide.

8. The Contractor shall provide repayment of Title XIX funds based upon findings of an audit, investigation, or other proceedings.

9. The Contractor shall have policies and procedures in place to bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.

10. The Contractor shall have policies and procedures in place to reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration. Title XIX billings that are resubmitted per the Contractor's policies and procedures and ultimately denied by ProviderOne may be invoiced to the County pursuant to KCSUDSS P&P.

11. The Contractor shall ensure that the correct Procedure Codes-Modifier is used with all Title XIX billings. When billing for Repeat Driving Under the Influence services, the Criminal Justice Funding Source Procedure Codes-Modifier shall be used, and "SCI=RD" shall be entered into the Claim Note field.

12. The Contractor shall complete the King County TARGET 2000 Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data and ProviderOne billing records using the following documentation:

    a. Name of service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

        ii. Work to reduce the stigma associated with the diagnosis and provision of substance use disorder treatment and to encourage an understanding of recovery; and

        iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

    b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

    c. A plan to address or resolve neighborhood problems or concerns; and

    d. A procedure for notifying the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be of last resort. The most reasonable means of transportation must be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:

    a. Name of the client;

    b. Name of the residential treatment program;

    c. Location of the residential treatment program;

    d. Date of the transport;

    e. Mode of transportation;

    f. Name of the vendor transporting the client;

    g. Vendor invoice number; and

    h. Actual cost of the transportation.

III. COMPENSATION AND METHOD OF PAYMENT

A. The Contractor shall bill ProviderOne for Title XIX services at least once a month, ensuring that all services eligible to be billed to ProviderOne are billed no later than the seventh day of the month following delivery of the services.

B. The Contractor shall reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration.

C. The Contractor may invoice the County for billings for services ultimately denied by ProviderOne pursuant to the KCSUDSS P&P.

D. Transportation

1. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;

2. Reimbursement shall be made based on the actual cost for the transportation service provided;

3. The Contractor shall provide the receipts, invoices and payment documents related to transportation costs along with their monthly invoice;

4. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds; and

5. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. The Contractor shall submit TARGET M-4 reports, which list the service hours or client hours provided for the month.

2. The Contractor shall complete the Adult Title XIX monthly report forms as provided by the County showing the amount billed to ProviderOne and the amount received from ProviderOne for each service month and for each funding category.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be

eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

3. The Contractor shall participate in the County's Annual Report to the DBHR by providing specific information in a format provided by the County.

EXHIBIT IV
SEATTLE INDIAN HEALTH BOARD
ADULT DRUG DIVERSION COURT RESIDENTIAL TREATMENT SERVICES

I. WORK STATEMENT

The Contractor shall provide voluntary inpatient or residential treatment services to adults diagnosed as chemically dependent.

Funding Source

The Contractor shall be reimbursed with State funds on a bed day rate basis. The maximum reimbursement is determined by the total number of clients referred by King County Drug Diversion Court (DDC) and authorized for payment by King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD).

II. PROGRAM DESCRIPTION

A. Goal

To provide structured residential treatment to assist the client in reaching recovery from alcohol and drug addiction and arrange for other services as necessary, including relapse prevention and alcohol/drug-free activities of daily living.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) Criteria, which address treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for residential treatment.

2. To reduce the length of time it takes for referred DDC participants to be admitted to residential treatment services.

C. Eligibility

Adult indigent and low-income individuals who are:

1. Referred by DDC; and

2. Authorized for payment by MHCADSD.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide adult substance use disorder (SUD) residential services within the following levels of care as defined in the WAC 388-877B and as described by ASAM. These levels of care shall include the following: Intensive Inpatient (ASAM Level III.5); Long-Term Treatment (ASAM Level III.3); and Recovery House (ASAM Level III.1).

2. The Contractor shall provide residential SUD treatment services within five business days of completion of all required intake paperwork for participants referred by DDC.

3. The Contractor shall provide residential services 24 hours a day, 7 days a week.

4. The Contractor shall submit the MHCADSD Drug Court Admission and Discharge Notification form for each patient admission, level of care change, and discharge, within 24 hours of the event. The unique patient identifier listed on the notification form must also be used on the monthly census log for reimbursement to be made.

5. The Contractor shall apply for Washington Apple Health for eligible clients and bill for Title XIX clients unless the facility is designated as an Institution for Mental Disease facility.

6. The Contractor shall have policies and procedures in place to bill ProviderOne for Title XIX services monthly, ensuring that all services eligible to be billed to ProviderOne are billed no later than the 10th day of the month following delivery of the services.

7. The Contractor shall have policies and procedures in place to reconcile Title XIX billings, ensuring that any billings that are corrected or denied by ProviderOne are reviewed and resubmitted to ProviderOne for reconsideration.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

   a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

   b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for the number of residential bed days reported on the original monthly RRS form times the bed-day rate.

2. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

3. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. The Contractor shall submit the appropriate monthly census logs in a format approved by the County with the BIP.

2. The Contractor shall submit a TARGET Residential Performance Report with each monthly invoice.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VII. B. of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-

month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT V
SEATTLE INDIAN HEALTH BOARD
SOBERING ADULT CASE MANAGEMENT

I. WORK STATEMENT

The Contractor shall provide case management services to intoxicated, indigent, and homeless adults impacted by a chronic Substance Use Disorder (SUD) at the Dutch Shisler Service Center (DSSC). The services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1b – *Outreach and Engagement to Individuals Leaving Hospitals, Jails, or Crisis Facilities.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$ 68,700	01/01/2015 – 12/31/2015
County (MIDD)	$ 68,700	01/01/2016 – 12/31/2016
Total	$137,400	01/01/2015 – 12/31/2016

The total amount of reimbursement for this Exhibit shall not exceed $68,700 for the period January 1, 2015 through December 31, 2015 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $68,700. The Total amount of reimbursement for this exhibit shall not exceed $137,400 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the number of people with mental illness and substance abuse using costly interventions like jail, emergency rooms, and hospitals.

2. To provide structured outpatient treatment to assist the person in reaching recovery from alcohol and drug addiction and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To engage people in case management services.

2. To reduce the use of crisis services for the following: medical, chemical dependency and mental health services, including but not limited to emergency room admissions, hospitalizations, detoxification programs, inpatient psychiatric admissions, and involuntary treatment petitions.

3. To link people to SUD services.

C. Eligibility

1. Individuals shall be identified as clients using services at the DSSC or the Chief Seattle Club.

2. American Indian and Alaskan Native individuals shall be prioritized for this Exhibit.

3. Individuals 18 years or older must meet the standards for indigent and low-income-person eligibility as described in the state Department of Social and Health Services (DSHS) 2011-2014 Biennium Low-Income Service Eligibility Table, or its successors.

4. Individuals who present as needing SUD services, including those diagnosed as chemically dependent or abusing and determined to be in need of outpatient SUD services, as assessed by a Chemical Dependency Professional (CDP), using an assessment instrument that incorporates the American Society of Addiction Medicine (ASAM) Criteria, and the *American Psychiatric Association: Diagnostic and Statistical Manual IV*, or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level by the Contractor.

B. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

C. Program-Specific Requirements

1. The Contractor shall provide at least one Full-Time Equivalent (FTE) CDP or Chemical Dependency Professional Trainee (CDPT) to provide case management services to clients at DSSC or Chief Seattle Club.

2. The Contractor shall advocate for services and resources to assist the client in achieving and maintaining stability and progress toward recovery.

3. The Contractor shall ensure full integration and coordination with Pioneer Human Services (PHS), REACH staff, Emergency Service Patrol (ESP) staff, and Department of Veterans Affairs (DVA) staff. The Contractor shall ensure attendance at regular integrated staff meetings.

4. The Contractor shall establish a regular schedule for staff attendance at DSSC and Chief Seattle Club. The schedule, and any changes to the schedule, shall be approved in advance by the MHCADSD Program Manager assigned to DSSC.

5. The Contractor shall ensure regular attendance at the High Utilizer staffing group.

6. The Contractor shall establish and maintain memorandums of agreement to ensure collaboration and communication with Evergreen Treatment Services, Harborview Medical Center, Pioneer Human Services, Downtown Emergency Service Center, the Archdiocese of Seattle, and the DVA. The Contractor shall have these agreements completed within 60 days of the effective date of this Exhibit.

7. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

   a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

      i. Act as a neighborhood resource on SUD and their related health and social impact;

ii. Work to reduce the stigma associated with the diagnosis and provision of substance use disorder treatment and to encourage an understanding of recovery; and

iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

b. The documentation of neighborhood relation efforts and neighborhood contacts, related to outstanding problems or neighborhood concerns;

c. A plan to address or resolve neighborhood problems or concerns; and

d. A procedure for notifying the MHCADSD Program Manager of any neighborhood problems or concerns within five working days of the event.

8. The Contractor shall not bill any other fund sources for work completed by the sobering case manager.

9. The Contractor shall identify clients funded with MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

   a. Section V.A.3. SPECIAL PROJECT CONTRACTOR shall be entered as "CM-Sobering";

   b. Section V.A.R. CONTRACT shall be marked as "Local Sales Tax"; and

   c. Section V.A.6. FUND SOURCE shall be marked as "County Community Services."

10. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. MHCADSD will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

11. The Contractor shall reference that services provided under this Exhibit are funded, in whole or in part, by the King County MIDD Plan in all materials created for this project.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

   a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

   b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed monthly for 1.0 FTE. Reimbursement will be made in monthly increments not to exceed $68,700 for the period of January 1, 2015 through December 31, 2015:

   a. Each FTE shall have 40 payroll hours per week;

   b. Total staff payroll hours provided shall include actual hours worked, holidays, jury duty, bereavement, and sick and vacation leave up to five consecutive business days; and

   c. Submit payroll documentation to support the billing for each FTE per month.

2. The Contractor shall be reimbursed monthly for 1.0 FTE. Reimbursement will be made in monthly increments not to exceed $68,700 for the period of January 1, 2016 through December 31, 2016:

   a. Each FTE shall have 40 payroll hours per week;

   b. Total staff payroll hours provided shall include actual hours worked, holidays, jury duty, bereavement, and sick and vacation leave up to five consecutive business days; and

   c. Payroll documentation shall be submitted to support the billing for each FTE per month.

3. The Contractor reimbursement shall be prorated if less than the required FTE hours are provided. The adjusted reimbursement amount will be computed as follows:

   a. Total actual payroll hours provided for the period divided by total hours that should have been provided = percent of FTE the Contractor provided; and

   b. Percent of FTE Contractor provided multiplied by the monthly increment = adjusted reimbursement for the month.

4. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

5. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall provide with the BIP, the following monthly data in a format approved by the County:

1. Documentation supporting billing for at least 1.0 FTE staff per month;

2. A Monthly Performance Report in a format approved by the County which contains the following information:

   a. Clients referred for an assessment;

   b. Clients assessed by the CDP or CDPT on-site;

   c. Clients admitted to treatment;

   d. Clients completing treatment;

   e. Number of hours provided;

   f. Clients screened for alcohol and/or drug use; and

   g. Hours of consultation and in-service training to sobering staff about SUD issues.

3. TARGET M-4 reports filtered for the Special Project County code "CM-Sobering" which lists a total of the service hours of client hours provided for the month.

4. TARGET C-7 report which lists a total of the Support Activities service hours provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT VI
SEATTLE INDIAN HEALTH BOARD
CHEMICAL DEPENDENCY PROFESSIONAL AND CERTIFIED PREVENTION PROFESSIONAL EDUCATION AND TRAINING

I. WORK STATEMENT

The Contractor shall have access to Chemical Dependency Professional (CDP) and Prevention Professional Education and Training funding to reimburse Chemical Dependency Professional Trainees (CDPTs) and Certified Prevention Professional Trainees (CPPTs) for tuition, books and materials for course work, training, and testing costs which meet the educational and testing requirements to become a CDP or Certified Prevention Professional (CPP). Funds may also be used to reimburse CDPs and CPPs for their initial application/certification costs and the annual or biennial certification renewal costs. The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$2,000	01/01/2015 – 12/31/2015
Total	$2,000	01/01/2015 – 12/31/2015

The total amount of reimbursement for this Exhibit shall not exceed $2,000 for the period of January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of tuition, training, books, materials for course work, and testing which meet the educational requirements to become a CDP or CPP for CDPTs and CPPTs sponsored by the Contractor. The Contractor shall be reimbursed with MIDD funds for initial CDPT, CDP, and CPP application/certification costs and annual or biennial CDPT, CDP, and CPP certification renewal costs.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of CDPs and CPPs in King County.

B. Objectives

1. To increase the number of CDPTs and CPPTs who successfully complete the education requirements to become a CDP or CPP.
2. To increase the number of CDPTs or CPPTs who successfully test to become a CDP or CPP.

3. To support and encourage current CDPs and CPPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The individual must be working in King County as an employee or volunteer of the Contractor.

   a. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.

   b. CPPTs must be working toward obtaining a CPP credential or testing as required to become a CPP.

   c. Current CDPs and CPPs are eligible for reimbursement of certification renewal costs.

2. The Contractor is encouraged to offer the funding to consumer peers who are interested in pursuing a CDP or CPP.

3. Funding for CPPTs and CPP cost reimbursement is limited to those agencies contracted by the County to provide prevention services, or entities authorized by approved waiver, to access this funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall function as a single point of contact for all reimbursements to their employees and volunteers who use this program. Reimbursement requests will not be accepted directly from CDPT, CDPs, CPPTs, or CPPs.

2. The Contractor shall encourage individuals receiving funding under this Exhibit to commit to work for at least one year within the King County treatment and prevention service system.

3. The Contractor shall ensure that CDPT and CDP reimbursement requests are only for the following:

   a. Classes or course work that meets the State of Washington Department of Health (DOH) WAC 246-811 requirements for coursework specific to the assessment, treatment and case management of individuals with substance use disorders;

   b. Courses must be taken from accredited community colleges, universities, National Association of Alcoholism and Drug Abuse Counselors, and other Association for Addiction Professionals-approved education providers;

   c. Test fees for taking and passing the DOH test requirements to become a CDP;

   d. Initial DOH CDPT and CDP application and certification costs; and

e. Annual DOH certification renewal costs for CDPTs and CDPs.

4. The Contractor shall ensure that reimbursement requests for CPPTs and CPPs are only for the following:

   a. Classes, course work, and training that meets the Prevention Specialist Certification Board of Washington (PSCBW) requirements for 150 clock hours of prevention education/training and must be pre-approved by the County;

   b. Prevention education/training that meets the PSCBW requirements includes but is not limited to:

      i. Substance Abuse Prevention Specialist Training;

      ii. Washington State Prevention Summit;

      iii. National Prevention Network Prevention Research Conference;

      iv. The Art and Science of Community Organizing;

      v. Ethics in Substance Abuse Prevention; and

      vi. Education and training related to prevention interventions listed on the National Registry of Evidence-Based Programs and Practices;

   c. PSCBW initial application and test fees associated with becoming a CPP; and

   d. Biennial certification renewal costs for CPPs.

5. The Contractor shall obtain written prior approval from the County Prevention Contract Monitor to be eligible for CPPT education and training reimbursement. The Contractor shall submit to the County a completed Request for Authorization for Prevention Education and Training Form with the course or training announcement attached at least one month in advance of the prevention education/training event. The Contractor shall make the written authorization available for review upon the request of the County.

6. Funds shall not be used to pay for ongoing training and continuing education needs of the CDP and CPP workforce, cultural competency consultation, and clinical supervision.

7. The following are not eligible for reimbursement:

   a. Staff time to attend trainings and/or classes;

   b. The cost of replacement staff to substitute for staff in training and/or classes;

   c. Mileage to and from classes or tests;

   d. Purchases of equipment, such as computers; and

   e. Purchases of materials and books not specifically listed as required for the classes and course work.

8. The County will deny reimbursement requests that do not meet the requirements or may suspend all reimbursements should funding not be adequate to address the requests.

9. All requests for reimbursements are contingent upon passing the course or successful completion of the training or test. The County will not reimburse for courses, training, or tests that are incomplete, or where a failing grade or no credit grade is received.

10. Reimbursable coursework, training, application, re-certification, and testing must be completed during the period of January 1, 2015 through December 31, 2015.

11. The Contractor shall maintain records of all funded reimbursements either as part of the personnel file or in a separate file. These records shall include County pre-approval CPPT education and training forms and verification of successful completion of the courses, training, and testing, verification that the amount reimbursed is accurate, and verification that the CDPT or CPPT taking the courses, training, or test received the reimbursement. The Contractor shall provide copies of these records with their invoice for reimbursement.

12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. MHCADSD will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for CDPT or CPPT amounts not to exceed $2,000 for the period of January 1, 2015 through December 31, 2015.

2. The Contractor shall be reimbursed for expenditures reported on the original Monthly RRS form.

3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.

4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary even if no reimbursements were made during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

The Contractor shall submit a program participation tracking report with the June and December BIP in a format provided by the County.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The

audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

Department of Community and Human Services
Mental Health, Chemical Abuse and
Dependency Services Division
206-263-9000 TTY Relay: 711

KING COUNTY TRIBAL SERVICES CONTRACT – 2015/2016

Contractor Snoqualmie Indian Tribe
Project Title Substance Use Disorder, Mental Health, and Mental Illness and Drug Dependency Services
Contract Amount $ 68,928
Contract Period From: January 1, 2015 To December 31, 2016
DUNS No. (if applicable) _____ SAM No. (if applicable) _____

THIS CONTRACT No. 5726465 is entered into by KING COUNTY (the "County"), and Snoqualmie Indian Tribe (the "Contractor") whose address is 9450 Ethan Wade Way WE, Snoqualmie, Washington 98065.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. EXHIBITS

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

Certificates of Insurance/Endorsements	Attached hereto as Exhibit I
Mental Health Services	Attached hereto as Exhibit II
Tribal Substance Use Disorder Treatment Services	Attached hereto as Exhibit III
Youth Outpatient Treatment	Attached hereto as Exhibit IV
Chemical Dependency Professional And Certified Prevention Professional Education And Training	Attached hereto as Exhibit V
Global Appraisal Of Individual Needs (Gain) Training And Quality Assurance Review	Attached hereto as Exhibit VI

II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of January 2015, and shall terminate on the 31st day of December 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

This form is available in alternate formats upon request for persons with disabilities.

IV. COMPENSATION AND METHOD OF PAYMENT

A. The Contractor shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit.

B. The County shall reimburse the Contractor for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.

C. The current funding sources, funding levels, and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY (CD)	$3,300	01/01/2015 – 12/30/2015
COUNTY (MIDD)	$1,000	01/01/2015 – 06/30/2015
COUNTY (MIDD)	$5,000	07/01/2015 – 12/31/2015
COUNTY (MIDD)	$1,000	01/01/2015 – 12/31/2015
COUNTY (MIDD)	$2,000	01/01/2016 – 06/30/2016
COUNTY (MIDD)	$2,000	07/01/2016 – 12/30/2016
FEDERAL Federal Catalogue No. 93.958 (MH)	$25,064	01/01/2015 – 06/30/2015
FEDERAL Federal Catalogue No. 93.958 (MH)	$25,064	07/01/2015 – 12/31/2015
STATE (CD)	$4,500	01/01/2015 – 06/30/2015
2015 CD SUBTOTAL	$7,800	01/01/2015 – 12/31/2015
2015 MH SUBTOTAL	$50,128	01/01/2015 – 12/31/2015
2015 MIDD SUBTOTAL	$7,000	01/01/2015 – 12/31/2015
2015 SUBTOTAL	$64,928	01/01/2015 – 12/31/2015
2016 MIDD SUBTOTAL	$4,000	01/01/2016 – 12/31/2016
2016 SUBTOTAL	$4,000	01/01/2016 – 12/31/2016
TOTAL	$68,928	01/01/2015 – 12/31/2016

D. The Contractor shall submit an invoice and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Contractor not more than 30 days after a complete and accurate invoice and all outstanding reports are received and approved.

E. If the Contractor's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

F. The Contractor shall not invoice and charge the County for incurred costs which are also specifically paid for by another source of funds.

V. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. The Contractor agrees that equipment purchased with Contract funds at a cost of $5,000 per item or more and identified in an Exhibit as reimbursable is upon its purchase or receipt the property of the Contractor, County, and/or federal, and/or state government, as specified in the Exhibit.

B. The Contractor shall be responsible for all such equipment, including the proper care and maintenance.

C. The Contractor shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or county, upon written request of the County.

D. The Contractor shall admit County staff to the Contractor's premises for the purpose of marking such property with appropriate government property tags.

E. The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

VI. CONTRACT AMENDMENTS

Either party may request changes or an extension to this Contract. Proposed amendments which are mutually agreed upon shall be incorporated by written amendments to this Contract. No oral statement or other conduct by the County shall change or modify the Contract. The Contractor may be requested to provide services as part of King County's Transformation Plan. Should such work entail an increase in the number of people served or a change in service area, the County agrees to negotiate in good-faith an amendment to this Contract.

VII. INTERNAL CONTROL, ACCOUNTING AND AUDITS

Internal Control and Accounting
The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles and financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

Audits

A. The Contractor shall submit to the County a copy of its annual A133 Audit, within 30 days of receipt.

B. If additional federal and/or state audit or review requirements are imposed on the County during the term of this Contract, the Contractor agrees this Contract may be amended to require that the Contractor comply with any such additional audit requirements. Even if this Contract is not amended, the Contractor agrees to comply with any such additional audit requirements.

VIII. RECORDS, INSPECTIONS AND EVALUATIONS

A. Retention of Records

1. The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this contract in accordance with generally accepted account

principles. The Contractor shall retain, for six years after the date of final payment under the Contract all financial information, data and records for all work.

2. The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents and other evidence within 10 working days of any such relocation.

B. Evaluations and Inspections

1. The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

2. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.

3. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

C. Public Records Requests

1. This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

2. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor 10 business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

IX. PROPRIETARY RIGHTS

A. The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Contractor, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

C. The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

X. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

A. The County shall notify the Contractor in writing of the nature of the breach;

B. The Contractor shall respond in writing no later than 10 working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

C. The County shall notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Contractor's corrective action plan;

D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XI. Termination Subsection A;

E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI. Termination. Subsections A., B., C., and D.

XI. TERMINATION

A. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in Section II. Duration of Contract, by providing the Contractor 30 days advance written notice of the termination.

The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event that:

1. The Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or

2. The duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County, pursuant to this Section XI. Termination Subsection A.1, the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

B. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection:

1. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

2. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation.

C. This Contract may be terminated by the Contractor without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Contractor shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XIII. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

B. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from: (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

C. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.

D. The Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

E. The County shall protect, defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

F. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, or trade name and/or otherwise results in unfair trade practice.

G. To the extent that a Contractor subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVII. Conflict of Interest Subsection B. of this Contract, the Contractor shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards

or damages arising out of, or in any way resulting from, the negligent act or omissions of the Contractor's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

H. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

I. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XIV. INSURANCE REQUIREMENTS

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. Failure by the Contractor, its agents, employees, officers, and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an "occurrence" form, except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

1. If pursuant to this Contract, the Contractor provides a mental health outpatient treatment or non-treatment service, it shall maintain limits no less than, for:

   a. General Liability: $3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $3,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

   b. Professional Liability, Errors, and Omissions: $3,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

2. If, pursuant to this Contract, the Contractor provides a mental health inpatient service, it shall maintain limits no less than, for:

a. General Liability: $5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $5,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

b. Professional Liability, Errors, and Omissions: $3,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

3. If, pursuant to this Contract, the Contractor provides alcohol and/or substance abuse treatment or non-treatment service, it shall maintain limits no less than, for:

a. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and, for those policies with aggregate limits, a $1,000,000 aggregate limit (CG 00 01 current edition, including Products and Completed Operations covering COMMERCIAL GENERAL LIABILITY).

b. Professional Liability, Errors, and Omissions: $1,000,000 per claim and in the aggregate. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services," for the

purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

c. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. In the event that services delivered pursuant to this Contract involve the transportation of clients by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

d. Workers' Compensation: Statutory requirements of the State of residency and Employers' Liability or "Stop Gap" coverage: $1,000,000.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:

a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

b. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, until after 45 calendar days prior written notice, has been given to the County.

D. Acceptability of Insurers

Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with an AM Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Verification of Coverage

The Contractor shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.

F. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor shall be subject to all of the requirements stated herein.

XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During performance of this Contract, the Contractor, a federally recognized Indian Tribe, agrees to comply with all laws and programs regarding discrimination, including those identified herein, to the extent that those laws and programs are otherwise applicable to federally recognized Indian Tribes for the activities the Tribe carries out pursuant to this Contract. Nothing in this Contract shall interfere with, or be construed as interfering with the Tribe's employment and contracting processes regarding Indian or Tribal preference.

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression, or age. The Contractors equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of a competitive award of a contract valued at $25,000 or more, the non-public Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When a competitively awarded contract is valued at $25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

The Tribe shall be considered a public Contractor for the purpose of this subsection.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity, gender expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these

code sections shall specifically apply to this Contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following website address: http://www.kingcounty.gov/bdcc.

   The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than $750,000 dollars.

2. Contact the OMWBE to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at http://www.omwbe.wa.gov/ or by Toll Free telephone (866) 208-1064.

3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the Americans with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under its Contract or agreement with the County, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the Subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

XVI. SUBCONTRACTS AND ASSIGNMENT/SUBCONTRACTING

A. The Contractor shall include the above Sections III. Future Support, IV. Compensation and Method of Payment, V. Equipment Purchase, Maintenance and Ownership, VII. Internal Control, Accounting and Audits, VIII Records, Inspections and Evaluations, XIII. Hold Harmless and Indemnification, XIV. Insurance Requirements, XVI. Subcontracts and Assignment/Subcontracting, paragraph B., XXIV. Services Provided in Accordance with Law and Rule and Regulation, and XXVI. Political Activity Prohibited in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.

B. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

C. The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System https://www.sam.gov which lists all suspended and debarred entities.

D. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Contractor not less than 15 days prior to the date of any proposed assignment or subcontract.

E. "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

XVII. CONFLICT OF INTEREST

A. The Contractor agrees to comply with the provisions that protect against conflict of interest consistent with the guidance provided in KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI. Termination and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one year after leaving County employment if he/she participated in determining the services contracted for herein or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVIII. CONFIDENTIALITY

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XIX. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).

B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:

1. Circumstances associated with the breach;

2. Actions taken by the Contractor to respond to the breach; and

3. Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement agency and to provide the County a copy of the report of the investigation conducted by the law enforcement agency. The Contractor shall also provide the County with any information it has regarding the security breach.

D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.

E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).

F. If the Contractor demonstrates that the cost of providing notice would exceed $250,000, or that the potentially affected persons exceeds $500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).

1. Email notice when the Contractor has an email address for the subject persons;

2. Conspicuous posting of the notice on the Contractor's website page, if the Contractor maintains one; and

3. Notification to major County-wide media.

G. For the purpose of this section, "personal information" means the same as defined in RCW 42.56.590

1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or

2. Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

XX. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

A. Obligations and Activities of the Contractor

1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor 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). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.

2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the County.

3. Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an email address, website, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.

4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.

5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.

6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.

8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary of the U.S. Department of Health and Human Services, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.

10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

11. To the extent the Contractor is to carry out one or more of the covered entity's obligations under Subpart E of 45 CFR § 164, the contractor shall comply with the requirements of Subpart E that apply to the County in the performance of such obligations.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the

protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Contractor shall reimburse the County without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

XXI. EMERGENCY RESPONSE

A. The Contractor shall prepare and submit within three months of the execution of the Contract the necessary plans, procedures and protocols to:

1. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage; and

2. Continue operations during a prolonged event such as a pandemic.

B. If the Contractor has contracted with the Department of Community and Human Services within the last 36 months, the Contractor shall submit an emergency response plan within one month of the execution of the Contract.

C. The Contractor shall conduct exercises or drills to test the effectiveness of its plans at least once a year and document the results of the exercise or drill.

D. The Contractor shall prepare the plans in a format approved by the County. The explanation of the format will include the specific content of the Contractor's plans. The County will specify areas that must be addressed in the Contractor's plan.

E. The County may waive the requirements in subsections A., B., C., or D. upon written request by the Contractor identifying compelling reasons why such requirements should not apply.

XXII. NOTICES

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via U.S. mail, personal delivery, or electronic mail with the notice or documentation attached in a portable document format (PDF).

XXIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20 & King County Executive Policy CON 7-1-2)

XXIV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor, and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the Department of Social and Health Services (DSHS) and County Agreement on General Terms and Conditions between the DSHS and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the Excluded Parties List System https://www.sam.gov, which lists all suspended and debarred entities.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

XXV. NO THIRD-PARTY BENEFICIARIES

Except for the Parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

XXVI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XXVII. FORCE MAJEURE

The term "force majeure" shall include, without limitation by, the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

XXVIII. SEVERABILITY

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

XXIX. DISPUTE RESOLUTION

Contractor disputes pertaining to County decisions regarding contract compliance issues shall be made in writing to the Division Manager of Mental Health, Chemical Abuse and Dependency Services Division. The written dispute shall include the decision being questioned and the point on which the dispute is made.

The Division Manager will make a determination decision and respond in writing to the Contractor within 30 calendar days of receipt. If the Contractor wishes to appeal the Division Manager decision, an additional letter indicating all points of the dispute resolution process to date shall be sent to the Division Manager who will forward the letter with comments to the Department of Community and Human Services Director. The Department Director will make a determination decision and respond in writing to the Contractor within 30 calendar days of receipt.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY

FOR

King County Executive

3-16-15

Date

SNOQUALMIE INDIAN TRIBE

Carolyn Lubenau

Signature

Carolyn Lubenau

Name (Please type or print)

03/06/2015

Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY
JULY 2013

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Washington, Inc.
1501 Fourth Ave. Suite 2400
Seattle WA 98101

CONTACT NAME: Lisa Day
PHONE (A/C, No, Ext): 206-956-1641 FAX (A/C, No): 206-956-9641
E-MAIL ADDRESS: lday@bnbseattle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HUDSON INSURANCE COMPANY	25054
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED SNOQU-4
Snoqualmie Indian Tribe
Snoqualmie Entertainment Authority
PO BOX 969
Snoqualmie WA 98065

COVERAGES CERTIFICATE NUMBER: 775102592 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		NAA00044-14	6/1/2014	6/1/2015	EACH OCCURRENCE	$10,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$Included
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Included
							PERSONAL & ADV INJURY	$10,000,000
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$10,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	Y		NAA00044-14	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$10,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		NAA00044-14	6/1/2014	6/1/2015	WC STATU-TORY LIMITS X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$10,000,000
							E.L. DISEASE - EA EMPLOYEE	$10,000,000
							E.L. DISEASE - POLICY LIMIT	$10,000,000
A	Medical Malpractice			NAA00044-14	6/1/2014	6/1/2015	Limit	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

King County MHCADS, Its Officers, Officials, Employees and Agents are named Additional Insured as respects to the General Liability and Med Mal Liability (Professional Liab including counselors) arising out of activities performed by or on behalf of the agency for Mental Health, Chemical Dependency and Abuse Counseling.

CERTIFICATE HOLDER

King County Mental Health &
Chemical Abuse Division
821 Second Avenue, Suite 610
Seattle WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HUDSON INSURANCE COMPANY

A DELAWARE CORPORATION

Administration:
100 William Street, 5th Floor
New York, NY 10038

Sovereign Nation All Lines Aggregate Insurance Policy

Notwithstanding the aforementioned, "Hudson" may elect to cancel this policy at any time upon ninety (90) days' written notice to the "Named Assured", otherwise this policy automatically expires at the end of the "policy period".

G. **CURRENCY:** The premium, "losses" and/or "expenses" under this policy are payable in United States currency.

H. **BANKRUPTCY AND INSOLVENCY:** In the event of the bankruptcy or insolvency of the "Named Assured" or any entity comprising the "Named Assured", "Hudson" shall not be relieved of the payment of any claims hereunder because of such bankruptcy or insolvency. The Bankruptcy or insolvency of the "Assured", or any refusal or inability of the "Assured" to satisfy its obligation pursuant to this Policy will not reduce the "retained limit" as set forth on the Declarations nor will it require the Company to pay any amounts within the "retained limit".

I. **OTHER INSURANCE:** If the "Assured" has other insurance providing coverage against "loss" and "expense" that is also covered by this policy, "Hudson" shall be liable, under the terms of this policy, only in excess of that coverage provided by such other insurance and no monies payable or collectible from such other insurance shall accrue to the "retained limit" or, if purchased, the Aggregate Loss Fund.

J. **ADDITIONAL ASSURED CLAUSE:** The interest of any additional "Assured" with respect to liability covered hereunder is included as if a separate Insuring Agreement were attached hereto to the extent of their interest as of the date of loss subject to the limits of insurance set forth in this policy.

K. **LOSS PAYMENTS:** When it has been determined that "Hudson" is liable under this policy, "Hudson" shall thereafter promptly reimburse the "Named Assured" for all payments made in excess of the "retained limit" up to the applicable Limit of Liability, as stated in Item 4 of the Declarations. The "Assured" will be responsible for reimbursement of the "retained limit" upon request from the "Service Organization". All adjusted claims shall be paid or made good to the "Assured" within thirty (30) days after the presentation to and acceptance by "Hudson" of satisfactory proof of interest and loss.

L. **APPEALS:** In the event the "Assured" and "Hudson" are unable to agree as to the advisability of appealing a judgment, they may, as an alternative to arbitration (Condition S. -- Arbitration), appoint a disinterested attorney, mutually agreeable to "Hudson" and the "Assured", who shall be retained and directed to render a written opinion as to his recommendation concerning such appeal. Such written recommendation shall be binding on both the "Assured" and "Hudson". Fees of such retained attorney shall be borne equally by both parties for the services of rendering his recommendation only. The "Assured's" portion of such fee shall not apply towards the "retained limit".

M. **LITIGATION PROCEEDINGS:** No suit to recover under this policy shall be brought until ninety (90) days after the proof of loss shall have been furnished, nor at all unless commenced within twelve (12) months from the date upon which the "claim" is denied by "Hudson".

N. **SUBROGATION:** "Hudson" shall be subrogated to all rights which the "Assured" may have against any person or other entity in respect to any "claim" or payment made under this policy and the "Assured" shall do everything necessary to secure these rights and do nothing to impair them. The "Assured" shall execute any papers required by "Hudson" and shall cooperate with "Hudson" to secure "Hudson's" rights. In the event of any reimbursement obtained or recovery made by the "Assured" or "Hudson" on account of any liability, "loss" and/or "expense" covered by this policy, the net amount of such

EXHIBIT II
SNOQUALMIE INDIAN TRIBE
MENTAL HEALTH SERVICES FOR CHILDREN, ADULTS, OLDER ADULTS, AND FAMILIES

I. WORK STATEMENT

The Snoqualmie Indian Tribe Health Services shall provide mental health services to children, adults, older adults, and families of the Snoqualmie Indian Tribe or Tribal Community.

Funding Source

Fund Source	Amount	Effective Dates
Federal CFDA No. 93.958	$25,064	01/01/2015 – 06/30/2015
Federal CFDA No. 93.958	$25,064	07/01/2015 – 12/31/2015
Total	$50,128	01/01/2015 – 12/31/2015

The total amount of reimbursement for this Exhibit shall not exceed $50,128 for the period of January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

To improve and promote mental health services for the children, adults, older adults, and families of the Snoqualmie Indian Tribe and Tribal Community that are determined to be clinically necessary, culturally appropriate, and improve an individual's ability to function.

B. Objectives

1. To ensure that mental health services are provided to children, adults, older adults, and families who are members of the Snoqualmie Indian Tribe and Tribal Community.
2. To provide psychiatric services for the clients of the Health Services Program.
3. To promote family cohesion and cultural identity.

C. Eligibility

Clients shall receive priority for services in the following order:

1. Indian and/or Alaska Native descent as evidenced by one or more of the following factors:
   a. Is regarded by the community in which he lives as an Indian or Alaska Native;
   b. Is a member, enrolled or otherwise, of an Indian or Alaska Native Tribe or Group under Federal supervision;
   c. Resides on tax-exempt land or owns restricted property;
   d. Actively participates in tribal affairs;
   e. Any other reasonable factor indicative of Indian descent;

f. Indian of Canadian or Mexican origin recognized by any Indian tribe or group as a member of an Indian community served by the Indian Health program;

g. Non-Indian woman pregnant with an eligible Indian's child for the duration of her pregnancy through post partum (usually six weeks); or

h. Non-Indian member of an eligible Indian's household and the medical officer in charge determines that services are necessary to control a public health hazard or an acute infectious disease, which constitutes a public health hazard.

2. Non-Tribal Community members.

D. Definitions

Mental Health Services: services designed to improve mental health functions and decrease adverse symptoms associated with mental illness and emotional disturbances. These services are intended to integrate mental health interventions into everyday tribal life drawing upon community members and local businesses as resources to participate in the various activities and are conceived to strengthen intergenerational relationships and support cultural identity.

E. Program-Specific Requirements

1. The Contractor shall develop mental health services designed to improve the functioning of Tribal members and include opportunities for mentoring, teaching skills, establishing teamwork, enhancing decision-making, improving self-confidence and self-esteem, and providing services to the community.

2. The Contractor shall provide the following psychiatric services:

   a. Assessment;

   b. Medication evaluation, management, and review; and

   c. Consultation.

3. The Contractor shall ensure that services are provided at times and in locations convenient to service recipients and shall include outreach and engagement activities to encourage participation.

4. The Contractor shall ensure that Tribal mental health staff provide oversight of mental health services.

5. The Contractor shall not use Mental Health Block Grant Funds for the following:

   a. Inpatient mental health services;

   b. Construction and/or renovation;

   c. Capital assets or the accumulation of operating reserve accounts;

   d. Equipment costs over $5,000;

   e. Cash payments to consumers; or

   f. State match for other federal funds.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit quarterly a Billing Invoice Package (BIP) that consists of a Reimbursement Request Summary (RRS) provided by the County and other reporting requirements as stated in Section IV. REPORTING REQUIREMENTS.

2. The BIP shall be completed according to minimum standards as defined in the Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) Standards.

3. The BIP is due within 15 days after the end of each quarter, except at the end of the calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium, when an earlier due date may be required.

B. Method of Payment

1. Payments will be based on the total number of mental health service hours billed for the quarter at $125 per hour.

2. Payments will be made in quarterly amounts of up to $12,532 for the periods of January 1, 2015 through March 31, 2015, April 1, 2015 through June 30, 2015, July 1, 2015 through September 30, 2015, and October 1, 2015 through December 31, 2015.

3. Total reimbursement for the Exhibit period shall not exceed $50,128.

4. Each quarterly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

None required.

B. Quarterly Reports

The Contractor shall submit the Mental Health Services Quarterly Report with the BIP in hard copy to the MHCADSD Contract Monitor as follows:

1. The report for October 1, 2014 through December 31, 2014 is due by January 15, 2015;

2. The report for January 1, 2015 through March 31, 2015 is due by April 15, 2015;

3. The report for April 1, 2015 through June 30, 2015 is due by July 8, 2015; and

4. The report for July 1, 2015 through September 30, 2015 is due by October 15, 2015.

C. Semi-Annual Reports

None required.

D. Annual Reports and Other One-Time-Only Reports

None required.

EXHIBIT III
SNOQUALMIE INDIAN TRIBE
TRIBAL SUBSTANCE USE DISORDER TREATMENT SERVICES

I. WORK STATEMENT

The Contractor shall provide adult outpatient substance use disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not On Medicaid.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,000	01/01/2015 – 06/30/2015
County (MIDD)	$3,500	07/01/2015 – 12/31/2015
County (MIDD)	$1,000	01/01/2016 – 06/30/2016
County (MIDD)	$1,000	07/01/2016 – 12/31/2016
State	$3,000	01/01/2015 – 06/30/2015
Total	$9,500	01/01/2015 – 12/31/2016

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed $7,500 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $2,000. The total amount of reimbursement for this Exhibit shall not exceed $9,500 for the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in adults.

2. To reduce the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.

3. To provide structured outpatient treatment to assist the client in reaching recovery from chemical dependency and arrange for other services as necessary, including relapse prevention, employability assessments, and job-seeking motivation and assistance.

B. Objectives

1. To develop specific individual service plans (ISP) in accordance with American Society of Addiction Medicine (ASAM) criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 76 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

4. To ensure that SUD services are provided to adults and families who are members of the Snoqualmie Indian Tribe.

5. To promote family cohesion and cultural identity.

C. Eligibility

1. Individuals 18 years or older shall be non-eligible for Medicaid and must meet the standards for low-income client eligibility as described in the KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.

2. Individuals shall be diagnosed as chemically dependent and determined to be in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using an assessment instrument that incorporates the ASAM criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV (DSM IV),* or their successors. Persons found to be in need of another level of care shall be referred to the appropriate level of care by the Contractor.

3. Chemically dependent or abusing individuals as assessed by a CDP/CDPT, using an assessment instrument that incorporates the ASAM criteria and the *American Psychiatric Association: DSM IV*, or their successors, shall be eligible for County funding under the MIDD.

4. Adult indigent and low-income individuals shall receive priority services as described in the KCSUDSS P&P.

5. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP reviews; and

c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

   b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

   c. Documents client involvement in ISP development; and

   d. Reflects clinical progress or lack thereof.

4. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other funding source from any other system.

6. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:

   a. Has a current offense for a violation of Revised Code of Washington (RCW) 46.61.502 (DUI) or 46.61.504 (Physical Control of Vehicle Under the Influence);

   b. Has at least one prior conviction for a violation of RCW 46.61.502 (DUI) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense; and

   c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and

   d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.

7. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:

   a. SPECIAL PROJECT STATE shall be entered as "Criminal Justice (CJ)-Non-DUI Court"; and

   b. CONTRACT shall be marked as "Criminal Justice."

8. The Contractor shall maintain the following documentation in the client file for clients identified as repeat DUI offenders:

   a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and

   b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

9. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.

10. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

    a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Adult";

    b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and

    c. CONTRACT shall be marked as "Local Sales Tax."

11. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

12. The Contractor shall complete the King County TARGET Data Elements Periodic Milestone and enter the data into TARGET 2000 every 6, 12, and 18 months post admission for each client enrolled in treatment.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:

    a. Name of service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A signature of a staff person with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

        ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and

        iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

    b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

    c. A plan to address or resolve neighborhood problems or concerns; and

    d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.

16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

17. The Contractor may be reimbursed for assisting with transportation for clients being referred to residential treatment within the state of Washington. Billing the County for transportation to residential treatment shall be a last resort. The most reasonable means of transportation shall be used (e.g., Contractor vehicle, Greyhound bus, public transit). When transportation costs are incurred, the Contractor shall maintain a transportation log in a format approved by the County that includes:

    a. Name of the client;

    b. Name of the residential treatment program;

    c. Location of the residential treatment program;

    d. Date of the transport;

    e. Mode of transportation;

    f. Name of the vendor transporting the client;

    g. Vendor invoice number; and

h. Actual cost of the transportation.

18. The Contractor may invoice the County for up to eight UAs per individual, per month. Administered UAs shall be documented in the client file and TARGET 2000.

19. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pay and deductible reimbursement. The Contractor shall ensure that:

    a. The client's deductible is monitored until met;

    b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and

    c. Documentation in the client file shall include:

        i. Verification of payments made by the insurance company;

        ii. Co-pays submitted by the client; and

        iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the

state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is $4,000 for the period of January 1, 2015 through June 30, 2015.

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $500 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $2,500 for Outpatient Treatment using State GIA funds.

2. The maximum reimbursement is $3,500 for the period of July 1, 2015 through December 31, 2015:

   a. $500 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $3,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

3. The maximum reimbursement is $1,000 for the period of January 1, 2016 through June 30, 2016:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is $1,000 for the period of July 1, 2016 through December 31, 2016:

a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

d. $0 for Outpatient Treatment using State GIA funds.

5. Transportation:

a. The Contractor shall be reimbursed monthly for approved transportation costs for clients referred to residential treatment;

b. Reimbursement shall be made based on the actual cost for the transportation service provided; and

c. The Contractor shall provide the receipts, invoices, and payment documents related to transportation costs along with their monthly invoice.

6. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

7. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.

2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.

3. TARGET M-4 reports filtered for the Special Project County code "MIDD - Adult" which list a total of the service hours or client hours provided for the month.

4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which list a total of the service hours or client hours provided for the month.

5. TARGET C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include, but is not limited to, outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT IV
SNOQUALMIE INDIAN TRIBE
YOUTH OUTPATIENT TREATMENT

I. WORK STATEMENT

The Contractor shall provide youth outpatient Substance Use Disorder (SUD) treatment services. Some of the outpatient services provided under this Exhibit are provided in accordance with the Mental Illness and Drug Dependency (MIDD) Plan strategy #1a(2) – *Increased Access to Substance Abuse Outpatient Services for People Not on Medicaid.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,500	07/01/2015 – 12/31/2015
County (MIDD)	$1,000	01/01/2016 – 06/30/2016
County (MIDD)	$1,000	07/01/2016 – 12/31/2016
State	$1,500	01/01/2015 – 06/30/2015
Total	$5,000	01/01/2015 – 12/31/2016

The total amount of reimbursement for the period of January 1, 2015 through December 31, 2015 shall not exceed $3,000 and for the period of January 1, 2016 through December 31, 2016 shall not exceed $2,000. The total amount of reimbursement for this Exhibit shall not exceed $5,000 or the period of January 1, 2015 through December 31, 2016.

II. PROGRAM DESCRIPTION

A. Goal

1. To reduce the incidence and severity of chemical dependency and mental and emotional disorders in youth and young adults.

2. To reduce the number of people with mental illness and chemical dependency using costly interventions like detention, emergency rooms, and hospitals.

3. To provide structured youth outpatient SUD treatment and relapse prevention services, and arrange for other support services as necessary. These services are expected to improve educational performance and/or employment opportunities, improve peer and family relationships, and decrease risk factors associated with the development of substance use while enhancing protective factors that decrease the likelihood of continued problematic SUD.

B. Objectives

1. To develop specific and individualized service plans (ISP) in accordance with American Society for Addiction Medicine (ASAM) Criteria, which address the outpatient treatment needs, sobriety maintenance skills, family therapy or support, case management, relapse prevention, re-entry counseling, and re-employment support as needed by persons referred or accepted for outpatient treatment.

2. To ensure that a minimum of 81 percent of those clients entering outpatient treatment shall remain in treatment a minimum of 90 days.

3. To ensure that clients receiving an assessment shall have a Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) Brief Risk Intervention completed upon intake or assessment as described in the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P).

C. Eligibility

1. Youth ages 10 through 20 years shall receive priority services as described in the KCSUDSS P&P.

2. Youth ages 10 through 20 years shall meet the standards for low-income client eligibility as described in the 2014 KCSUDSS P&P, Section X. FINANCIAL MANAGEMENT, Attachment A, Low-Income Service Eligibility Table, or its successors.

3. Individuals shall be diagnosed with an SUD and in need of outpatient SUD treatment services, as assessed by a Chemical Dependency Professional (CDP) or a Chemical Dependency Professional Trainee (CDPT) under the supervision of a CDP, using the Global Appraisal of Individual Needs – Initial (GAIN-I) and incorporation of the ASAM Criteria and the *American Psychiatric Association: Diagnostic and Statistical Manual IV* or their successors. Persons found to need another level of care will be referred to the appropriate level of care by the Contractor.

4. Individuals must reside in King County to be eligible for MIDD funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall provide the following array of core outpatient treatment and support services consistent with the KCSUDSS P&P: assessment, ISPs, individual sessions, family treatment and support, group treatment, job-seeking motivation and assistance, and case management.

2. The Contractor shall assess and assign a separate ASAM level of care for each of the six dimensions and an overall level-of-care placement recommendation at the following treatment points:

   a. Assessment;

   b. ISP Reviews; and

   c. Discharge.

3. The Contractor shall ensure that an ISP is maintained in each client file and that the ISP possesses the following characteristics:

   a. Reflects client strengths and needs, as identified in the client assessment;

b. Establishes individualized, time-limited, measurable, and achievable goals and objectives;

c. Documents client involvement in ISP development; and

d. Reflects clinical progress or lack thereof.

4. The Contractor shall ensure that 100 percent of all youth assessments invoiced to the County each month are completed using the GAIN-I and shall ensure that 100 percent of all youth assessments invoiced to the County are followed up using the GAIN – Monitoring 90 day (GAIN-M90) every 90 days until discharge.

5. Billing for all case management is limited to a maximum of five hours per month per client. Case management is not a billable service when a client is receiving case management services through any other source from any other system.

6. The Contractor shall follow the federal guidelines regarding services provided to pregnant, parenting, and postpartum women as described in KCSUDSS P&P.

7. The Contractor shall identify clients as repeat Driving Under the Influence (DUI) offenders when they meet the following requirements:

   a. Has a current offense for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence);

   b. Has at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or 46.61.504 (Physical Control of Vehicle Under the Influence) within 10 years of the arrest for the current offense;

   c. Has been ordered by a court to participate in chemical dependency (CD) assessment and treatment services for repeat DUI offenders; and

   d. Has been determined to be eligible for low-income or Medicaid-funded CD treatment.

8. The Contractor shall identify clients as repeat DUI offenders in the TARGET 2000 Data Elements report in the following manner:

   a. SPECIAL PROJECT STATE shall be entered as "CJ-Non-DUI Court"; and

   b. CONTRACT shall be marked as "Criminal Justice."

9. The Contractor shall maintain the following documentation in the client's file for clients identified as repeat DUI offenders:

   a. Documentation that both the current and previous DUI and/or Physical Control of Vehicle Under the Influence offense occurred within 10 years of the arrest for the current offense; and

   b. The order by a court that the client participates in assessment and treatment services for repeat DUI offenders.

10. The Contractor shall document in the client file and TARGET 2000 any drug or alcohol urinalysis (UA) administered to clients identified as repeat DUI offenders and may invoice the County for up to eight UAs per individual per month.

11. The Contractor shall identify clients funded with County MIDD funds when completing the TARGET 2000 Data Elements report in the following manner:

    a. SPECIAL PROJECT COUNTY shall be entered as "MIDD – Youth";

    b. CURRENT PUBLIC ASSISTANCE shall be marked as "None"; and

    c. CONTRACT shall be marked as "Local Sales Tax."

12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. The Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

13. The Contractor shall complete a billing reconciliation, in a format provided by the County, on a quarterly basis. Progress notes will be reconciled to TARGET 2000 data using the following documentation:

    a. Name of Service provider;

    b. Date of service;

    c. Location of service;

    d. Service duration;

    e. Service modality;

    f. A progress note that sufficiently documents the following:

        i. The clinical service provided;

        ii. How the service encounter is related to the client's ISP; and

        iii. Justification for the listed modality and duration; and

    g. A staff signature with credentials allowing for the billing of SUD services.

14. The Contractor shall develop a neighborhood relations plan that includes, but is not limited to, the following:

    a. The identification of a Contractor staff person who will act as a neighborhood liaison whose duties shall include, but are not limited to, the following:

        i. Act as a neighborhood resource on SUDs and their related health and social impact;

ii. Work to reduce the stigma associated with the diagnosis and provision of SUD treatment and to encourage an understanding of recovery; and

iii. Act as the identified liaison for any complaints that may arise in the neighborhood regarding the SUD treatment services provided by the Contractor;

b. The documentation of neighborhood relation efforts and neighborhood contacts related to outstanding problems or neighborhood concerns;

c. A plan to address or resolve neighborhood problems or concerns; and

d. A procedure for notifying the MHCADSD Contract Monitor of any neighborhood problems or concerns within five working days of the event.

15. The Contractor shall have documentation of any Community Outreach, Intervention, and Referral services provided.

16. The Contractor shall ensure that any client who meets financial eligibility for Medicaid but is not currently enrolled shall have documentation in their clinical file as to the reason they have not been enrolled. This documentation shall include what the Contractor is currently doing to assist in the enrollment process. This documentation shall be completed on a monthly basis.

17. The Contractor may invoice the County for services covered by insurance co-pays and deductibles. Clients shall meet all other eligibility requirements in this Exhibit for co-pays and deductible reimbursement. The Contractor shall ensure that:

a. The clients deductible is monitored until met;

b. Services covered by co-pays and deductibles shall not be entered into TARGET 2000; and

c. Documentation in the client file shall include:

i. Verification of payments made by the insurance company;

ii. Co-pays submitted by the client; and

iii. Documentation of services provided.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

   a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

   b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The maximum reimbursement is $1,500 for the period of January 1, 2015 through June 30, 2015:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests UA is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $500 for Community Outreach, Intervention, and Referral services using State Grants in Aid (GIA) funds;

   c. $0 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $1,000 for Outpatient Treatment using State GIA funds.

2. The maximum reimbursement is $1,500 for the period of July 1, 2015 through December 31, 2015:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and UAs is:

   a. $500 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

d. $0 for Outpatient Treatment using State GIA funds.

3. The maximum reimbursement is $1,000 for the period of January 1, 2016 through June 30, 2016:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests UA is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

4. The maximum reimbursement is $1,000 for the period of July 1, 2016 through December 31, 2016:

   The maximum billable amount for Youth Outpatient Treatment, Youth Case Management, and Screening Tests UA is:

   a. $0 for Community Outreach, Intervention, and Referral services using County MIDD funds;

   b. $0 for Community Outreach, Intervention, and Referral services using State GIA funds;

   c. $1,000 for Outpatient Treatment, including co-pays and deductibles, using County MIDD funds; and

   d. $0 for Outpatient Treatment using State GIA funds.

5. A 10 percent sanction will be applied to the Assessment reimbursement requested for failure of the Contractor to utilize a GAIN-I for 100 percent of the total number of assessments billed.

6. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

7. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

1. A report of the number of individuals for whom Waiting List Interim Services have been provided under this contract, in a format approved by the County.

2. TARGET M-4 reports which list a total of the service hours or client hours provided for the month.

3. TARGET M-4 reports filtered for the Special Project County code "MIDD-Youth" which list a total of the service hours or client hours provided for the month.

4. TARGET M-4 reports filtered for the Special Project State code "CJ-Non-DUI Court" which lists a total of the service hours or client hours provided for the month.

5. Target C-7 reports which list a total of the service hours or client hours provided for the month. The C-7 reports must document the outreach services being provided for the client and family members. These services must be those included in the definition for Community Outreach, Intervention, and Referral services, and those services must match the type and duration documented in the Contractor Outreach Log in a format provided by the County.

6. Contractor Outreach Log report which lists the date, activity type, activity location, services hours provided and the number outreached to.

7. County co-pay and deductible logs, in a format provided by the County, which itemize a list of total services provided for the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the 10th month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P, Section VI. FINANCIAL MANAGEMENT.

2. The Contractor shall submit a summary of the outreach services provided over the course of the year. This summary shall include but is not limited to outreach success stories and a description of how the outreach funds were utilized.

3. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

4. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT V
SNOQUALMIE INDIAN TRIBE
CHEMICAL DEPENDENCY PROFESSIONAL AND CERTIFIED PREVENTION PROFESSIONAL EDUCATION AND TRAINING

I. WORK STATEMENT

The Contractor shall have access to Chemical Dependency Professional (CDP) and Prevention Professional Education and Training funding to reimburse Chemical Dependency Professional Trainees (CDPTs) and Certified Prevention Professional Trainees (CPPTs) for tuition, books and materials for course work, training, and testing costs which meet the educational and testing requirements to become a CDP or Certified Prevention Professional (CPP). Funds may also be used to reimburse CDPs and CPPs for their initial application/certification costs and the annual or biennial certification renewal costs. The activities included in this Exhibit are funded by the Mental Illness and Drug Dependency (MIDD) Plan strategy #1e – *Chemical Dependency Professional Education and Training.*

Funding Source

Fund Source	Amount	Effective Dates
County (MIDD)	$1,000	01/01/2015 – 12/31/2015
Total	$1,000	01/01/2015 – 12/31/2015

The total amount of reimbursement for this Exhibit shall not exceed $1,000 for the period of January 1, 2015 through December 31, 2015.

The Contractor shall be reimbursed with MIDD funds for costs of tuition, training, books, materials for course work, and testing which meet the educational requirements to become a CDP or CPP for CDPTs and CPPTs sponsored by the Contractor. The Contractor shall be reimbursed with MIDD funds for initial CDPT, CDP, and CPP application/certification costs and annual or biennial CDPT, CDP, and CPP certification renewal costs.

II. PROGRAM DESCRIPTION

A. Goal

1. To promote a reduction in the number of people with mental illness and chemical dependency using costly interventions like jail, emergency rooms, and hospitals.
2. To increase access to substance use disorder (SUD) treatment with associated reduction in criminal justice involvement and admissions to hospital emergency rooms and inpatient units.
3. To increase the number of CDPs and CPPs in King County.

B. Objectives

1. To increase the number of CDPTs and CPPTs who successfully complete the education requirements to become a CDP or CPP.
2. To increase the number of CDPTs or CPPTs who successfully test to become a CDP or CPP.

3. To support and encourage current CDPs and CPPs to remain in the field of substance abuse, serving clients and communities in King County.

C. Eligibility

1. The individual must be working in King County as an employee or volunteer of the Contractor.

   a. CDPTs must be enrolled in education courses that fulfill the requirements to become a CDP or testing as required to become a CDP.

   b. CPPTs must be working toward obtaining a CPP credential or testing as required to become a CPP.

   c. Current CDPs and CPPs are eligible for reimbursement of certification renewal costs.

2. The Contractor is encouraged to offer the funding to consumer peers who are interested in pursuing a CDP or CPP.

3. Funding for CPPTs and CPP cost reimbursement is limited to those agencies contracted by the County to provide prevention services, or entities authorized by approved waiver, to access this funding.

D. General Program Requirements

The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website: http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall function as a single point of contact for all reimbursements to their employees and volunteers who use this program. Reimbursement requests will not be accepted directly from CDPT, CDPs, CPPTs, or CPPs.

2. The Contractor shall encourage individuals receiving funding under this Exhibit to commit to work for at least one year within the King County treatment and prevention service system.

3. The Contractor shall ensure that CDPT and CDP reimbursement requests are only for the following:

   a. Classes or course work that meets the State of Washington Department of Health (DOH) WAC 246-811 requirements for coursework specific to the assessment, treatment and case management of individuals with substance use disorders;

   b. Courses must be taken from accredited community colleges, universities, National Association of Alcoholism and Drug Abuse Counselors, and other Association for Addiction Professionals-approved education providers;

   c. Test fees for taking and passing the DOH test requirements to become a CDP;

   d. Initial DOH CDPT and CDP application and certification costs; and

e. Annual DOH certification renewal costs for CDPTs and CDPs.

4. The Contractor shall ensure that reimbursement requests for CPPTs and CPPs are only for the following:

   a. Classes, course work, and training that meets the Prevention Specialist Certification Board of Washington (PSCBW) requirements for 150 clock hours of prevention education/training and must be pre-approved by the County;

   b. Prevention education/training that meets the PSCBW requirements includes but is not limited to:

      i. Substance Abuse Prevention Specialist Training;

      ii. Washington State Prevention Summit;

      iii. National Prevention Network Prevention Research Conference;

      iv. The Art and Science of Community Organizing;

      v. Ethics in Substance Abuse Prevention; and

      vi. Education and training related to prevention interventions listed on the National Registry of Evidence-Based Programs and Practices;

   c. PSCBW initial application and test fees associated with becoming a CPP; and

   d. Biennial certification renewal costs for CPPs.

5. The Contractor shall obtain written prior approval from the County Prevention Contract Monitor to be eligible for CPPT education and training reimbursement. The Contractor shall submit to the County a completed Request for Authorization for Prevention Education and Training Form with the course or training announcement attached at least one month in advance of the prevention education/training event. The Contractor shall make the written authorization available for review upon the request of the County.

6. Funds shall not be used to pay for ongoing training and continuing education needs of the CDP and CPP workforce, cultural competency consultation, and clinical supervision.

7. The following are not eligible for reimbursement:

   a. Staff time to attend trainings and/or classes;

   b. The cost of replacement staff to substitute for staff in training and/or classes;

   c. Mileage to and from classes or tests;

   d. Purchases of equipment, such as computers; and

   e. Purchases of materials and books not specifically listed as required for the classes and course work.

8. The County will deny reimbursement requests that do not meet the requirements or may suspend all reimbursements should funding not be adequate to address the requests.

9. All requests for reimbursements are contingent upon passing the course or successful completion of the training or test. The County will not reimburse for courses, training, or tests that are incomplete, or where a failing grade or no credit grade is received.

10. Reimbursable coursework, training, application, re-certification, and testing must be completed during the period of January 1, 2015 through December 31, 2015.

11. The Contractor shall maintain records of all funded reimbursements either as part of the personnel file or in a separate file. These records shall include County pre-approval CPPT education and training forms and verification of successful completion of the courses, training, and testing, verification that the amount reimbursed is accurate, and verification that the CDPT or CPPT taking the courses, training, or test received the reimbursement. The Contractor shall provide copies of these records with their invoice for reimbursement.

12. The Contractor shall comply with the MIDD Evaluation Plan and the MIDD Data Submission Plan.

    a. Data are due 15 calendar days after the end of the month for which data are being reported, unless stated otherwise. Data shall be complete and accurate. MHCADSD will review each data submission and notify the Contractor of any needed corrective action. Data shall be corrected and resubmitted within 14 calendar days of notification.

    b. Non-compliance with MIDD evaluation data requirements may result in the withholding of payment for all associated contracted services.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by MHCADSD and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

    a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

    b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCSUDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed for CDPT or CPPT amounts not to exceed $1,000 for the period of January 1, 2015 through December 31, 2015.

2. The Contractor shall be reimbursed for expenditures reported on the original Monthly RRS form.

3. The Contractor shall not invoice and charge the County for expenditures which are specifically paid for by another source of funds.

4. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

5. The Contractor shall reimburse the County for all funds paid to the Contractor under this Exhibit that do not meet the requirements for reimbursement.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall submit a reimbursement report with the monthly BIP in a format provided by the County. Submission is necessary even if no reimbursements were made during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

The Contractor shall submit a program participation tracking report with the June and December BIP in a format provided by the County.

D. Annual and Other One-Time-Only Reports

1. The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The

audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than nine months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the nine-month time frame, payment for invoices shall be held in the tenth month and beyond until the documents are received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

2. Upon request from the County, the Contractor shall submit one or more brief summaries of a sample of client success stories accompanied by a release of information as provided by the County. No identifying information should be included. These summaries may be used in various public education venues.

3. The Contractor shall participate in the County's Annual Report to the Division of Behavioral Health and Recovery by providing specific information in a format provided by the County.

EXHIBIT VI
SNOQUALMIE INDIAN TRIBE
GLOBAL APPRAISAL OF INDIVIDUAL NEEDS (GAIN)
TRAINING AND QUALITY ASSURANCE REVIEW

I. WORK STATEMENT

The Contractor shall provide Global Appraisal of Individual Needs (GAIN) quality assurance (QA) reviews for King County chemical dependency treatment providers, and the Contractor shall provide technical assistance (TA) and QA reviews for Contractor staff members working toward certification as GAIN Site Interviewers.

Funding Source

Fund Source	Amount	Effective Dates
County (CD)	$3,300	01/01/2015 – 12/31/2015

The amount of reimbursement under this Exhibit shall not exceed $3,300 for the period of January 1, 2015 through December 31, 2015.

II. PROGRAM DESCRIPTION

A. Goal

1. To increase number of certified Chemical Dependency Professionals (CDPs).
2. To provide structured youth outpatient treatment and relapse prevention services and arrange for other support services as necessary. These services are expected to improve school performance and peer and family relationships and decrease risk factors associated with development of substance use while enhancing protective factors that decrease the likelihood of continued, problematic substance use.

B. Objectives

1. To facilitate and sustain the implementation of the GAIN instrument for the King County youth chemical dependency treatment system.
2. To provide QA reviews of GAIN recordings for other treatment provider staff who are trained and working toward GAIN certification.
3. To provide GAIN TA and QA tape reviews for provider staff.

C. Eligibility

1. Individuals who are designated and referred to the Contractor by the County, including CDPs or CDP Trainees (CDPTs) who are employed with a King County-contracted youth chemical dependency treatment provider or program and are pursuing certification as GAIN Site Interviewers.
2. CDPs or CDPTs employed by the Contractor who are pursuing certification as a GAIN Site Interviewer.

D. The Contractor shall provide services under this Exhibit as described in the General Program Requirements identified on the King County Department of Community and Human Services website http://edit.kingcounty.gov/operations/DCHS/contracts.aspx.

E. Program-Specific Requirements

1. The Contractor shall receive referrals from the County for GAIN QA reviews during the Exhibit period.

2. The County shall designate the individuals/trainees who will submit GAIN assessments and audio tapes to the Contractor for QA reviews.

3. Individuals not specifically assigned to the Contractor by the County are not eligible for reimbursable QA review services.

4. The Contractor shall have a minimum of one certified Local GAIN Trainer, as defined in the current *Local GAIN Trainers Handbook* (found at www.chestnut.org) available to perform GAIN QA reviews for trainees who are assigned to the Contractor by the County throughout the Exhibit period.

5. The Contractor shall ensure that staff performing GAIN QA reviews have reviewed and signed the required GAIN Usage Agreement and GAIN Local Trainers Agreement forms specifically committing to respect and protect the confidentiality of both the clients and staff recorded on the audio tapes. The Contractor shall use the forms as provided by Chestnut Health Systems.

6. The Contractor shall have qualified staff available after a GAIN training sponsored by the County to perform QA reviews for trainees who are assigned to the Contractor by the County and are pursuing certification as GAIN Site Interviewers.

7. The Contractor shall utilize the GAIN QA feedback form, which can be found in the *Local GAIN Trainers Handbook* to provide written feedback for individuals pursuing certification as GAIN Administrators.

8. The Contractor shall ensure that each trainee assigned to the Contractor by the County receives written feedback on a GAIN audiotaped interview within two weeks of receipt of the submission. The written feedback may be sent by email to the trainee.

9. The Contractor shall provide consultation and technical assistance to trainees assigned to the Contractor by the County until they reach a pre-determined level of competency with the GAIN, at which time the Contractor GAIN Trainer shall recommend the trainee to Chestnut Health Systems for certification as a GAIN Site Interviewer. Consultation and technical assistance may be provided by phone and email to the trainee.

10. The Contractor shall ensure that new and existing staff within the Contractor are trained and certified within the recommended QA time frames.

11. The Contractor shall adhere to the GAIN Training Curriculum as found in the *Local GAIN Trainers Handbook.* The standard practice for group trainings shall be no more than six trainees for one GAIN Trainer.

12. The Contractor shall be responsible for providing all training materials (GAIN manuals) and equipment, such as audiocassette tapes and tape recorders, to Contractor staff.

13. Contractor GAIN Trainers shall participate in Local Trainer meetings and GAIN Quality Assurance Work Group meetings sponsored by the County.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Contractor shall submit a Billing Invoice Package (BIP) that consists of an original Reimbursement Request Summary Form (RRS) by service month as provided by the King County Mental Health, Chemical Abuse and Dependency Services Division (MHCADSD) and the applicable reporting requirements in Section IV. REPORTING REQUIREMENTS.

2. The Contractor RRS shall be signed by an authorized signer on file with MHCADSD.

3. The Contractor shall provide MHCADSD a list of Contractor-authorized signers and shall update the list as needed.

4. The Contractor shall submit a BIP for all service months. The Contractor shall submit an invoice even for service months when there are no services provided or no reimbursements payable to the Contractor.

   a. If there are no services, the Contractor shall indicate this on the RRS in the Contractor note section.

   b. If there are services but the Contractor funding allocation has been depleted, the Contractor shall submit the RRS with zero dollars.

5. The Contractor shall complete the BIP according to the King County Substance Use Disorder Services System Policies and Procedures (KCCDSS P&P) Section VI. FINANCIAL MANAGEMENT or according to the latest instructions from the Contract Monitor.

6. The Contractor shall submit the BIP within 15 days after the end of each service month. An earlier due date may be required at the end of King County's calendar year, the end of the state fiscal year, the end of the federal fiscal year, and the end of the state biennium. A BIP received 45 days after the service month may not be accepted for payment.

7. The Contractor shall notify its Contract Monitor before submitting supplemental invoices. The Contractor shall state in the Contractor notes section of the invoice the reason for submitting a supplemental RRS.

B. Method of Payment

1. The Contractor shall be reimbursed a flat fee of $250 for completing the first tape review and up to five hours of telephone consultation for each trainee from another Contractor referred by the County to the Contractor or each in-house staff for QA review.

2. The Contractor shall be reimbursed a flat fee of $150 for each subsequent tape review and telephone consultation.

3. The Contractor shall be reimbursed an additional flat fee of $250 for each tape review and telephone consultation where tapes and the GAIN instrument are in Spanish.

4. The maximum reimbursement for certification as a GAIN Site Interviewer is $750 or $1,000 if the tapes and instruments are in Spanish.

5. The Contractor shall not invoice and charge the County for services which are specifically paid for by another source of funds.

6. The monthly payment to the Contractor shall not be made until Section IV. REPORTING REQUIREMENTS are satisfied.

IV. REPORTING REQUIREMENTS

A. Monthly Reports

The Contractor shall report monthly to the County in a format provided by the County:

1. The number of QA tape reviews completed for the month, including the names of the trainees and their Contractor affiliation;

2. The number of telephone consultation hours provided to each trainee;

3. The names of the trainees and the Contractor affiliation of those trainees who became GAIN Site Interviewers during the month; and

4. A copy of the final certification review with personal health information removed for individuals who are being certified as GAIN Site Interviewers during the month.

B. Quarterly Reports

None required.

C. Semi-Annual Reports

None required.

D. Annual and Other One-Time-Only Reports

The Contractor shall provide the County with a copy of the independent audit conducted of its financial statement(s) and condition or alternative per Section VIII of the Contractor's King County Community and Human Services Contract – 2015/2016. The document(s) shall be submitted to the current MHCADSD Contract Monitor. The audit or alternative documents are required to be submitted within 30 days of Contractor receipt, no later than six months subsequent to the end of the Contractor's fiscal year. If the Contractor fails to submit the required documents within the six-month time frame, payment for invoices will be held in the seventh month and beyond until the documents received. Invoices that are held longer than 45 days will not be eligible for reimbursement according to the KCSUDSS P&P Section VI. FINANCIAL MANAGEMENT.

Section XIII. Behavioral Health Data Consolidation Plan

King County has been operating the Regional Support Network (RSN) since 1995. During the course of the last 20 years, King County has developed a sophisticated information system designed specifically for its RSN business. The King County RSN IT system validates access to care, confirms Medicaid eligibility, authorizes benefit requests, processes payments to providers, and submits required data to the state Division of Behavioral Health and Recovery (DBHR) via both the Consumer Information System (CIS) and ProviderOne (encounters). The King County RSN IT system will be modified to incorporate the business and data requirements associated with adding in the substance use disorder line of business and becoming a behavioral health organization (BHO).

Provide a response to the Behavioral Health Data Consolidation Requirements, Exhibit A to the Detailed Plan (Request Line 295 42 CFR 438.242(a), 42 CFR 438.242(b)(1, 2 & 3))

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

Response:

1.1 Non-ProviderOne data elements:

DBHR provided a partial draft of the non-ProviderOne data elements to prospective BHO's on September 1, 2015. This partial draft has allowed King County to begin design work for an integrated data system to support the BHO. Based on the available information, King County is providing all contracted behavioral health providers with technical specifications for the new BHO data requirements as quickly as possible. Because of the number and complexity of data changes and the continued uncertainty about some data elements, the County is taking an iterative design approach, releasing specifications over time instead of all at once. An overview of the process is as follows:

- King County performs the initial analysis on a subset of the data elements and presents a design to technical representatives from all mental health and substance use disorder contracted providers.
- The technical representatives provide feedback on the design.
- King County finalizes the design.
- King County makes system modifications and implements the changes in a provider test system.
- Providers begin testing and report issues to King County.
- King County rapidly fixes technical and functional issues and releases them to the provider test system.

1.1.1 Like DBHR, King County organizes data elements into sets called "transactions." With this iterative approach, the County plans to finalize two sets of transactions every two weeks. The first two sets of transactions will be ready for provider testing on November 1, 2015, with additional sets being ready every two weeks thereafter. The most critical transactions will be addressed first, and all critical transactions will be ready for testing by January 1, 2016. The remaining transactions will be ready for testing by February 1, 2016. Critical transactions include those that are necessary for processing authorization requests and determining access to care.

Provider feedback will be solicited through the Information Systems Advisory Committee (ISAC), which consists of technical staff from all King County contracted provider agencies. The King County RSN and ISAC have been working together collaboratively for many years to design and implement technology solutions to meet the business needs of the RSN. As the RSN becomes a BHO, the ISAC membership has expanded to include substance use disorder (SUD) providers. In addition to the regularly scheduled meetings, special outreach has been conducted and will continue for new SUD providers to ensure they have the information and technical support needed to implement the necessary technology by April 2016.

1.1.2 To ensure successful implementation, King County has assembled a team of IT professionals who are dedicated to the behavioral health integration project. The team includes a project manager, two business analysts, a quality assurance analyst, a system architect, a database administrator and four application developers. In addition to securing additional staff resources, King County has also added the necessary infrastructure to support development. In particular, there are now three environments specific to the behavioral health integration project: development, test and quality assurance (QA). The QA environment will be used for provider testing and includes the necessary components to process HIPAA 837P EDI files.

1.1.3 Separate from the project to collect data elements, the integrated data system will also be modified to implement the business rules associated with the new data elements. This work began in October 2015 and will be ready for provider testing in January 2016. In addition, work is underway to modify the system that King County currently uses to send data to the DBHR Consumer Information System (CIS). More specifically, the system will be modified to submit data in accordance with the Behavioral Health Data Store (BHD) Data Dictionary for BHO's. These modifications will be ready for testing in January 2016.

Response:

1.2 ProviderOne data elements:

King County understands that new rules for collecting ProviderOne data elements will be documented in the State Encounter Reporting Instructions (SERI). As soon as a draft of the modified SERI is made available by DBHR, King County will begin work to implement the changes. Changes to CPT codes and provider types are achieved in the current data system by creating or updating rows in various setup tables. For changes to the structure of the HIPAA 837P transaction, King County uses a commercial IBM product (Sterling Integrator). King County staff have the necessary training and experience to make these types of modifications using the IBM Sterling Integrator.

The SERI will not be shared with our contracted providers until it is final, or near final. When the SERI are provided to providers, they will begin modifying their systems accordingly. Thirty days after the final SERI is published, a test system will be available for our contracted providers to submit HIPAA 837P transactions to King County. Sixty days after the final SERI is published, King County will be ready to submit HIPAA 837P test transactions to ProviderOne.

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

2.1 King County's current mental health provider network has decades of experience transmitting client and service data in the required King County formats. Many of the County's current larger mental health agencies possess the staffing and technology to transmit data directly. Other smaller providers sub-contract for these services with the larger agencies or utilize the services of private, outside vendors. As the County's IT system has evolved and grown through the years, these agencies have become very adept at making the necessary adjustments to data elements and transmission processes.

2.2 King County employs skilled and experienced IT personnel and IT support staff are readily available to assist provider agencies should they encounter problems. King County facilitates a monthly Information Systems Advisory Committee (ISAC) meeting to help ensure that providers are adequately informed about the management and transmission of King County data and documentation. The County's current provider network is therefore well positioned to incorporate the new data elements required of an integrated behavioral health system and have an operational data transmission system that meets the King County BHO requirements for April 2016.

2.3 King County recognizes, however, that a number of the SUD providers are unfamiliar with the Medicaid managed care system and face considerable obstacles in developing the capacities necessary to transmit client and service data according to King County's BHO requirements. These barriers include but are not limited to:

- Lack of knowledge and experience with the data system requirements.
- Lack of knowledge regarding the strategies and support necessary to develop a data transmission system.
- Limited or non-existent internal systems to track, gather and prepare data for transmission.
- Limited or non-existent onsite IT technology and support.
- Limited financial resources.
- Anxiety and resistance associated with the change.

The County has assumed an assertive, proactive and agency-specific training and technical assistance approach to help SUD providers address these barriers and develop the necessary capacities for April 2016. King County is avoiding a "one size fits all" solution applied to all agencies. Rather, efforts are intended to help each agency find the strategy that best fits its needs. Because of the wide variance in provider size and technical expertise within this county, King County must address the specific needs of each provider as it assists them in making this integration transition.

King County initiated its training program in September 2014 with a "Managed Care 101" orientation to SUD providers. This presentation reviewed the basic elements of a Medicaid managed care system and the associated data transmission needs. A subsequent December training specifically focused on "Management Information" and included a list of potential strategies – with their associated pros and cons – that agencies might employ to help them meet the BHO data requirements. The strategies presented were:

- Build and develop internal capacities.
- Sub-contract with a current provider experienced in data transmissions.
- Contract with an outside, private vendor to provide data transmission services.

These two introductory training sessions established the foundation for subsequent agency-specific interventions. King County distributed a survey in December 2014 to its SUD provider network soliciting information about their current IT capacities and needs. Based upon the survey results, King County organized individual sessions with each provider during January and February 2015 to review the options for transmitting data and identify those choices that would best serve the agency. King County also provided agencies resources, including contact information for private vendors as well as current network providers that could assist them. On February 18, 2015 King County's IT manager provided an introductory training on the required data elements and transmission requirements.

2.4 King County has continued to contact each SUD provider regularly to provide ongoing support, guidance and resources. On August 6, 2015 King County's IT manager provided an ISAC orientation to SUD agencies with the expectation they would begin attending the monthly meetings (regular attendance is considered vital for agencies that directly transmit data to King County). The majority of SUD agencies have selected a strategy and are taking the necessary steps to execute it. A few, however, have not progressed. The County continues to explore the barriers associated with this inactivity and provide necessary assistance to inactive agencies. Agencies new to the data transmission network are expected to begin system testing during the later months of 2015.

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

Response: The King County BHO will assume responsibility for the authorization and placement of County residents at SUD residential facilities throughout the state. The King County BHO shall maintain a record of client demographics and SUD residential service data within the County MIS system.

King County referrals for SUD residential services will be forwarded to a King County care authorizer (KCCA). The referral package will include client demographic data as well as an ASAM assessment and clinical diagnosis. The KCCA will confirm that the ASAM assessment and diagnosis meet criteria for residential services, identify an available bed and bed date from the statewide SUD residential network and authorize the initial length of stay. The KCCA shall enter the client demographics as well as the authorized bed date and length of stay into the County's MIS system. Any continuing stay authorizations will subsequently be entered by the KCCA, as well. SUD residential providers shall submit a monthly census log to the BHO identifying each King County client with his/her admit and discharge dates. The submitted logs shall be used to verify residents' lengths of stay and validate payments.

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

Response: In the King County BHO data system, every encounter is linked to an authorization; every authorization is linked to an individual client and a specific benefit program; and each benefit program is linked to a particular funding source. In practice, a program manager identifies a new program and its funding source. Provider agencies submit authorization requests for each client they wish to enroll in the program. If all the entry requirements are met an authorization is granted for a stated period of time. When the provider renders service, each encounter is recorded against the approved authorization number. The service encounters are reported to King County using a HIPAA 837P transaction and the data submitted includes the King County BHO authorization number. The authorization number allows the King County BHO IT system to discern the funding source for each encounter processed.

As noted above, the King County BHO IT system records the funding source for every encounter in our system, including block grant funding. If the block grant information must be identified on the service encounters reported to ProviderOne the BHO has the capability to modify the HIPAA 837P output accordingly. The King County BHO will use an IBM product (Sterling Integrator) for our EDI processing and already has staff trained to modify the system as necessary.

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

Response: The King County BHO policies and procedures require contracted providers to submit service encounters within 30 calendar days of the date of service. These policies and procedures are referenced and monitored through the King County contracting process. A report is available to all contracted providers that indicates their level of compliance with this requirement. If a provider falls out of compliance, a King County BHO contract monitor will contact the agency to discuss the issue and offer assistance when appropriate. Also, King County, through its contracting process, imposes a financial penalty if less than 95% of service encounters are submitted within 30 days. Historically (when operating as an RSN) the combination of the contract monitor oversight (who also provide ongoing technical assistance) and the financial penalties has been a successful strategy to ensure compliance.