



**GREATER COLUMBIA
BEHAVIORAL HEALTH
AND
CATHOLIC FAMILY AND CHILD
SERVICES**

GCBH Agreement Number

CFCSS-11/13-00

New Agreement

Amendment No.

**STATE MENTAL HEALTH
AGREEMENT**

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

RSN/PHP NAME

Greater Columbia Behavioral Health

RSN/PHP ADDRESS

101 N. Edison Street
Kennewick, WA 99336

RSN/PHP CONTACT NAME

Mary Todd

RSN/PHP CONTACT TELEPHONE

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

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(509) 783-4165

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maryt@gcbh.org

CONTRACTOR NAME

Catholic Family and Child Services

CONTRACTOR CONTACT NAME

Linda Robb, Clinical Director

CONTRACTOR CONTACT ADDRESS

Catholic Family and Child Services
2139 Van Giesen
Richland, WA 99354

CONTRACTOR CONTACT TELEPHONE

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CONTRACTOR CONTACT E-MAIL

lrobb@cfcstricities.org

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS AGREEMENT?

No

CFDA NUMBERS (Federal Block Grant)

START DATE

October 01, 2011

END DATE

September 30,
2013

FUNDING

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

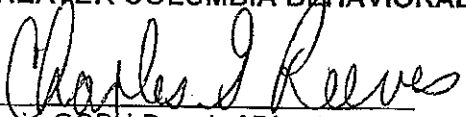
ATTACHMENTS: When the box(s) below are marked with a check (√) or an X, the following exhibits are attached to and incorporated into this Agreement by reference:

Exhibit(s): A. Data Security Requirements


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

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


GREATER COLUMBIA BEHAVIORAL HEALTH


Vice Chair, GCBH Board of Directors


CONTRACTOR


Catholic Family and Child Services


Approved as to Content:


GCBH Director


Approved as to Form:


GCBH Legal Counsel

Fiscal Review:


GCBH Chief Financial Officer

Content and Form Prepared By:


GCBH Contracts Coordinator

PURPOSE OF AGREEMENT

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

Period of Performance – This Agreement is in effect from October 1, 2011 through September 30, 2013. In the event Contractor decides not to enter into any subsequent Agreement, the Contractor shall treat the situation as a Termination of Contractor Function and comply with the Termination of Contractor Function Notice Requirements section of the Agreement.

1. DEFINITIONS

- a. **Administrative Cost** means costs for the general operation of the public mental health system. These activities cannot be identified with a specific direct services or direct service support function as defined in the BARS supplemental instructions. -
- b. **Available Resources** means funds appropriated for the purpose of providing community mental health programs: federal funds, except those provided according to Title XIX of the Social Security Act, and state funds appropriated under RCW 71.24 or RCW 71.05 by the legislature during any biennium for the purpose of providing residential services, resource management services, community support services, and other mental health services. This does not include funds appropriated for the purpose of operating and administering the state psychiatric hospitals.
- c. **Budget Narrative.** The Budget Narrative serves two purposes - it identifies how the costs were estimated and it justifies the need for the cost.
- d. **Children's Long Term Inpatient Programs ("CLIP")** means the state appointed authority for policy and clinical decision-making regarding admission to and discharge from Children's Long Term Inpatient Programs.
- e. **Child Study and Treatment Center ("CSTC")** means the Department of Social and Health Services child psychiatric hospital.
- f. **Community Mental Health Agency ("CHMA")** means a Community Mental Health Agency that is licensed by the State of Washington to provide mental health services covered under this Agreement.
- g. **Consumer** means a person who has applied for, is eligible for, or who has received mental health services. For a child under the age of thirteen, or for a child age thirteen or older, whose parents or legal guardians are involved in the treatment plan, the definition of Consumer includes parents or legal guardians.
- h. **Counties** means Benton County and Franklin County and any of their officers, employees, and authorized agents.

- i. **Cultural Competence** means a set of congruent behaviors, attitudes, and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- j. **Day** for purposes of this Agreement means calendar days unless otherwise indicated in the Agreement.
- k. **Deliverable** means items that are required for submission to GCBH to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
- l. **Direct Care Staff** means persons employed by community mental health agencies whose primary responsibility is providing direct treatment and support to people with mental illness, or whose primary responsibility is providing direct support to such staff in areas such as client scheduling, client intake, client reception, client records-keeping, and facilities maintenance.
- m. **Division of Behavioral Health and Recovery or DBHR** means the DSHS-designated state mental health authority to administer the state and Medicaid funded mental health programs authorized by RCW chapters 71.05, 71.24, and 71.3.
- n. **Emergent Care** means services provided for a person that, if not provided, would likely result in the need for crisis intervention, or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.
- o. **Emerging Best Practice or Promising Practice** means a practice that presents, based on preliminary information, potential for becoming a research-based or consensus-based practice.
- p. **Enrollee** means a Medicaid recipient who is currently enrolled in a Pre-paid Inpatient Health Plan.
- q. **Evidence Based Practice** means a program or practice that has had multiple site random controlled trials across heterogeneous populations demonstrating that the program or practice is effective for the population.
- r. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.
- s. **Family** means:
- (1) For adult Consumers, family means those the consumer defines as family or those appointed/assigned (e.g., guardians, siblings, caregivers, and significant others) to the consumer.
 - (2) For children, family means a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by the Department of Social and Health Services, or a tribe.
- t. **Greater Columbia Behavioral Health (GCBH)** means GCBH's officers, employees, and

authorized agents. GCBH's service area includes the counties of Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Klickitat, Skamania, Walla Walla, Whitman and Yakima.

- u. **Grievance** means an expression of dissatisfaction about any matter. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the mental health Consumer's rights.
- v. **Medical Necessity or Medically Necessary** means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the recipient that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

Additionally, the individual must be determined to have a mental illness covered by Washington State for public mental health services. The individual's impairment(s) and corresponding need(s) must be the result of a mental illness. The intervention is deemed to be reasonably necessary to improve, stabilize or prevent deterioration of functioning resulting from the presence of a mental illness. The individual is expected to benefit from the intervention. The individual's unmet need cannot be more appropriately met by any other formal or informal system or support.
- w. **Mental Health Care Provider ("MHCP")** means the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are B.A. level in a related field or A.A. level with two (2) years experience in the mental health or related fields.
- x. **Mental Health Professional** means:
 - (1) A psychiatrist, psychologist, psychiatric nurse or social worker as defined in Chapters 71.05 and 71.34 RCW.
 - (2) A person with a masters degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two (2) years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional.
 - (3) A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986.
 - (4) A person who had an approved waiver to perform the duties of a Mental Health Professional that was requested by the regional support network and granted by DSHS prior to July 1, 2001.
 - (5) A person who has been granted a time-limited exception of the minimum requirements of a Mental Health Professional by DSHS consistent with WAC 388-865-0265.
- y. **Notice of Determination** means a written notice that must be provided to Consumers to inform

them that services, available per the Contractor's policy and procedures, have not been authorized, and the reason for this determination. A Notice of Determination must contain the following:

- The reason for denial or offering of alternative services.
- A description of alternative services, if available.
- The right to a Fair Hearing.

- z. **Patient Days of Care** includes all voluntary patients and involuntarily committed patients under Chapter 71.05 RCW, regardless of where in the State Hospital they reside. Patients who are committed to the State Hospital under 10.77 RCW are not included in the Patient Days of Care. Patients who are committed under RCW 10.77.088 by municipal or district courts after failed competency restoration and dismissal of misdemeanor charges are not counted in the Patient Days of Care until a petition for 90 days of civil commitment under Chapter 71.05 RCW has been filed in court. Patients who are committed under RCW 10.77.086 by a superior court after failed competency restoration and dismissal of felony charges are not counted in the Patient Days of Care until the patient is civilly committed under Chapter 71.05 RCW.
- aa. **Publish** means an officially sanctioned document provided by DBHR and/or GCBH on the DBHR and/or GCBH internet or intranet websites for downloading, reading, or printing. The Contractor will be notified in writing or by e-mail when a document meets this criterion.
- bb. **Quality Assurance** means a focus on compliance to minimum requirements (e.g. rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
- cc. **Quality Improvement** means a focus on activities to improve performance above minimum standards/ reasonably expected levels of performance, quality, and practice.
- dd. **Quality Strategy** means an overarching system and/or process whereby quality assurance and quality improvement activities are incorporated and infused into all aspects of an organization's or system's operations.
- ee. **Recovery** means the process by which people are able to live, work, learn, and participate fully in their communities.
- ff. **Regional Support Network ("RSN")** means a county authority or group of county authorities or other entity recognized by the Secretary to administer mental health services in a defined region.
- gg. **Resilience** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- hh. **Service Area** means the geographic area covered by this Agreement for which the Contractor is responsible. The Contractor is responsible for the provision of services within the boundaries of Benton and Franklin Counties.
- ii. **Urgent** means a service to be provided to persons approaching a mental health crisis. If

services are not received within 24 hours of the request, the person's situation is likely to deteriorate to the point that Emergent Care is necessary.

2. CREDENTIALING

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

3. EXCLUDED PROVIDER

- a. The Contractor is prohibited from paying with funds received under this Agreement for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR 455.104, 42 CFR 455.106, and 42 CFR 1001.1901(b)). The Contractor shall:
 - (1) Monitor for excluded individuals and entities by:
 - Screening Contractor employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Agreement.
 - Provide information to GCBH, via the transactions designated by the GCBH DATA Dictionary, concerning newly added Contractor employees, as required by GCBH policy OIG and Federal Exclusion Check Requirements as amended, revised and/or replaced. GCBH policies are available on the GCBH website: www.gcbh.org.
- b. The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities.
- c. If GCBH and/or the Counties notifies the Contractor that an individual or entity is excluded from participation, the Contractor shall immediately terminate all beneficial, employment, contractual, and control relationships with the excluded individual or entity (WAC 388-502-0030). The list of excluded individuals will be found at: <http://www.oig.hhs.gov/fraud/exclusions.asp>.
- d. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to Consumers. (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2). SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm).

- e. An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of 5 percent or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a), and 42 CFR 1001.1001(a)(1)).

4. PHYSICIAN INCENTIVE PLANS

The Contractor must ensure it does not: a) operate any physician incentive plan as described in 42 CFR §422.208.

5. MHCP TERMINATION

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

6. CHANGES IN CAPACITY

a. The Contractor shall notify GCBH and the Counties of any changes in capacity that results in the Contractor being unable to meet any of the Access Standards as required in this Agreement. Events that affect capacity include: decrease in the number or frequency of a required service, employee strike or other work stoppage related to union activities, or any changes that result in the Contractor being unable to provide timely, medically necessary services. This notification must occur prior to any public announcement of this change.

(1) If any of the events occur, the Contractor must collaborate with the Counties and submit a plan to GCBH that includes at least:

- Notification to Ombuds services.
- Crisis services plan.
- Client notification plan.
- Plan for provision of uninterrupted services.
- Any information released to the media.

7. TRAINING

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

8. INCIDENT REPORTING

- a. The Contractor is required to report on incidents involving persons with mental illnesses and having an open case with the RSN. An open case is defined as an individual who is currently receiving crisis services or outpatient mental health services from a RSN or RSN contracted provider.
- b. The Contractor must notify and collaborate with the Counties in reporting incidents to GCBH.
- c. Initial notification and any follow up must be provided to GCBH using the DBHR electronic incident reporting system. If the electronic incident reporting system is unavailable, a standardized form will be provided with instructions on how to submit.
- d. The Contractor must notify the GCBH Director or their designee within one (1) business day of becoming aware of events involving a person who has an open case and is the alleged victim or perpetrator of any of the following events:
 - (1) Death or serious injury of patients, clients, staff, or public citizens at a DSHS facility or a facility that DSHS licenses, contracts with, or certifies.
 - (2) Unauthorized leave of a mentally ill offender or a sexual violent offender from a Mental Health facility, or a Secure Community Transition Facility, which include Evaluation and Treatment centers (E&T) and Crises Stabilization Units (CSU).
 - (3) Alleged client abuse or client neglect of a serious or emergent nature by an employee volunteer, licensee, contractor, or another client.
 - (4) A natural disaster (to include earthquake, volcanic eruption, tsunami, urban flood, an outbreak of communicable disease, etc.) presenting substantial threat to facility operation or client safety.
 - (5) Any breach or loss client data in any form that is reportable in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and that would allow for the unauthorized use of client personal information.
 - (6) Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030 or any homicide or attempted homicide committed by a client.
 - (7) Any allegation of financial exploitation as defined in RCW 74.34.020.
 - (8) Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and certifies
 - (9) Any event involving a client or staff that is likely to attract media attention.
- e. The Contractor must notify the GCBH Director or their designee within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the Contractor.
- f. In addition to all incidents described above, the Contractor is required to utilize professional judgment and report incidents that fall outside the scope of this section.
- g. The Contractor must maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policy must address the Contractor's oversight and review of these incidents. These policies and procedures shall be provided, upon request, to GCBH for review and approval.

- h. GCBH and/or the Counties may require the Contractor to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

9. INFORMATION REQUIREMENTS

- a. The Contractor must provide information to Consumers consistent with WAC 388-865-0410. The Contractor shall maintain written policy and procedures addressing all information requirements, and shall:
- (1) Provide interpreter services for Consumers who speak a primary language other than English for all interactions between the consumer and the Contractor including, but not limited to, customer service, all appointments for any covered service, crisis services, and all steps necessary to file a Grievance or Fair Hearing.
 - (2) Provide written translations of generally available materials including, at minimum, applications for services, consent forms, and Notice of Determination in each of the DSHS prevalent languages that are spoken by five percent (5%) or more of the population of the State of Washington based on the most recent US census. DBHR has determined based on this criteria that Spanish is the currently required language.
 - (3) The DSHS Prevalent languages are Cambodian, Chinese, Korean, Laotian, Russian, Somali, Spanish and Vietnamese. The Client rights have been provided to the Contractor by DBHR. The expectation is that this translated document is readily available at all times from the Contractor and its contracted CMHAs.
 - (4) Materials may be provided in English if the Consumers primary language is other than English but the Consumer can understand English and is willing to receive the materials in English. The Consumers consent to receiving information and materials in English must be documented in the client record.
 - (5) For Consumers whose primary language is not translated, the requirement may be met by providing the information through audio or video recording in the Consumers primary language, having an interpreter read the materials in the Consumers primary language or providing materials in an alternative format that is acceptable to the Consumer. If one of these methods is used it must be documented in the client record.
 - (6) Ensure that Mental Health Professionals and MHCPs have an effective mechanism to communicate with Consumers with sensory impairments.
 - (7) Post a multilingual notice in each of the DSHS prevalent languages, which advises Consumers that information is available in other languages and how to access this information.
 - (8) The Contractor shall post a translated copy of the consumer rights as provided by DBHR in each of the DSHS prevalent languages.
 - (9) Upon an individual's request, the Contractor shall provide:
 - i. CMHA licensure, certification and accreditation status.
 - ii. Information that includes but is not limited to, education, licensure, and Board certification or re-certification or registration of Mental Health Professionals and MHCPs.

10. CUSTOMER SERVICES

- a. The Contractor shall provide Customer Services that are customer-friendly, flexible, proactive, and responsive to Consumers, families, and stakeholders. The Contractor shall provide a toll free number for Customer Service. A local telephone number may also be provided for those Consumers within the local calling area.

- b. At a minimum, Contractor Customer Services staff shall:
 - Promptly answer telephone calls from Consumers, family members and stakeholders from 8 a.m. until 5:00 p.m. Monday through Friday, holidays excluded.
 - Respond to Consumers, family members and stakeholders in a manner that resolves their inquiry. Staff must have the ability to respond to those with limited English proficiency or hearing loss.
- c. Customer Services staff must be trained on how to refer these calls to the appropriate party.

11. PAYMENT AND FISCAL MANAGEMENT

- a. Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public mental health system.
- b. The Contractor shall be paid monthly using a payment methodology developed by the Counties using non-Medicaid client counts and/or service hours provided to Non-Medicaid Consumers. Each Contractor's percentage of the total number of Non-Medicaid Consumers served and/or service hours provided to Non-Medicaid Consumers the previous month will be used to calculate the payment amount from the available State-Only funding as compensation for services provided to Non-Medicaid Consumers for each month. For purposes of this Agreement, available State-Only funding is defined as the amount of State-Only funding received each month from GCBH less reasonable setaside funding which includes, but is not limited to, county administration costs, crisis services provided to Non-Medicaid Consumers, special projects serving Non-Medicaid Consumers, and other direct service and support costs incurred in the support of services for Non-Medicaid Consumers and for services not covered in the State Plan provided to Medicaid Enrollees. The Funding Schedule, as amended, revised and/or replaced, is available on the GCBH website: www.gcbh.org.
- c. During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall provide mental health services in accordance with this Agreement through the end of the month for which it has received a capitation payment.
- d. In accordance with ESHB 1244 Sec(204)(1)(m), the Contractor shall make all possible efforts to maintain current compensation levels of "Direct Care Staff". Such efforts shall include, but not be limited to, indentifying local administrative reductions at the Contractor level, and engaging stakeholders on cost-savings ideas that maintain client services and staff compensation. Upon request, the Contractor shall provide information to GCBH and/or the Counties on efforts to comply with these statutory requirements.
- e. If the Contractor terminates this agreement or will not be entering into any subsequent agreements, GCBH will require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with and approved by GCBH and the Counties. Funds will be deducted from the monthly payments until all reserves and fund balances are spent. The Contractor must give notice at least 60 days prior to the end of the Agreement if a decision is made not to enter into a subsequent Agreement. Any funds not spent for the provision of services under this Agreement shall be returned to GCBH within 60 days of the last day this Agreement is in effect.

- f. Rates for July 1, 2013 through September 30, 2013- Following the end of the annual legislative session, the Counties will offer a proposed capitation payment for the next Fiscal Year; the revised Funding Schedule will be posted to the GCBH website: www.gcbh.org. If the Contractor does not agree to continue to provide services using the proposed payment, the Contractor shall notify GCBH and the Counties no later than thirty (30) days after the revised Funding Schedule is posted. If the Contractor so notifies GCBH, this Agreement shall terminate, without penalty to either party, effective thirty (30) days after GCBH receives Contractor's notice. The termination will be considered a Termination for Convenience under the provisions of section 23, but neither party shall have the right to assert a claim for costs.
- (1) The Contractor shall work with GCBH and the Counties to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to Consumers. The transition plan shall address all issues leading to the transition of Contractor functions to GCBH such as the use of Reserves, claims reconciliation, and of all items and/or requirements of the Agreement that extend beyond the termination of services.
- g. The Contractor shall limit Administration Costs to no more than 15 percent of the annual revenue provided under this Agreement. Administration costs shall be measured on a fiscal year basis and based on the information reported in the Financial Reports and reviewed by the Counties and GCBH.
- h. Each capitation payment will be reduced by the amount paid by GCBH on behalf of the Contractor for unpaid assessments, penalties, damages, and other payments pending a dispute resolution process. If the dispute is still pending at the end of this Agreement, GCBH will withhold the amount in question from the final payment until the dispute is resolved.
- i. GCBH will withhold 50 percent of the final payment under this Agreement until all final reports and data are received and accepted by GCBH, and until all pending corrective actions, penalties, or unpaid assessments are satisfied. If the dispute is still pending October 1, 2013, GCBH will withhold the amount in question from the final payment until the dispute is resolved.
- j. Financial Reporting and Certification: Financial Reports and Certifications are due within 30 days of the second quarter end (March and September of each year). The first report, and accompanying certification, is due by April 30, 2012. GCBH reserves the right to require more frequent submission of the Revenue and Expenditure report. The following reports and certifications, in formats provided by GCBH, must be submitted the second quarter end of each year:
- (1) The PIHP Revenue, Expenditure, report in compliance with the BARS Supplemental for Mental Health Services promulgated by the Washington State Auditor's Office and the Revenue and Expenditure Report Instructions published by GCBH. Contractor must maintain fiscal records that clearly separate revenue received from GCBH (i.e Medicaid, State, MHBG, Jail, etc.)
- (2) Any revenue collected from Medicare, insurance companies, co-payments, and other sources. The Contractor must certify that a process is in place to demonstrate that all third party revenue resources for services provided under this Agreement are identified, pursued, and recorded, in accordance with Medicaid being the payer of last resort.
- (3) In addition, the Contractor shall submit a single financial certification form, provided by

GCBH, indicating that financial information reported on Revenue and Expenditure documents are true and correct to the best of their knowledge per instructions provided by GCBH.

- (4) If the Contractor is unable to provide valid certifications or if GCBH finds discrepancies in the Revenue and Expenditure Report, GCBH may initiate remedial action. Remedial action may include recoupment from funds disbursed during the current or successive Agreement period. Recoupment shall occur within 90 days of the close of the State fiscal year or within 90 days of GCBH's receipt of the certification, whichever is later.
- (5) GCBH reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data.
- (6) The Contractor must have an independent annual financial audit completed within 275 days of the Contractor's fiscal year end. This audit must be performed by either the Washington State Auditor's Office or an independent accounting firm licensed to perform such audits. A copy of the completed audit report and management letter must be submitted to GCBH and the Counties within thirty (30) days of the reports issuance. Failure for the Contractor to comply with this term may result in corrective action, the withholding of payment and/or termination in accordance with sections 22 and 23.

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

13. QUALITY REVIEW ACTIVITIES

- a. The Contractor shall fully participate in the Behavioral Health Laboratories Treatment Outcome Package established by the Counties and respond in a timely manner to requests by GCBH and/or the Counties regarding data submission and/or reports.
- b. GCBH, the Counties, the Department of Social and Health Services, Office of the State Auditor, the Department of Health and Human Services, Centers for Medicare and Medicaid Services, the Comptroller General, or any of their duly-authorized representatives, may conduct announced and unannounced:
 - (1) Surveys, audits and reviews of compliance with licensing and certification requirements and the terms of this Agreement.
 - (2) Audits regarding the quality, appropriateness, and timeliness of mental health services provided under this Agreement.
 - (3) Audits and inspections of financial records.
- c. The Contractor shall notify GCBH when an entity other than GCBH performs any audit described above related to any activity contained in this Agreement.
- d. The Contractor shall participate with GCBH, the Counties and/or DBHR in review activities. Participation will include at a minimum:
 - (1) The submission of requested materials necessary for a GCBH, the Counties and/or DBHR initiated review within 30 days of the request.
 - (2) The completion of site visit protocols provided by GCBH, the Counties and/or DBHR.
 - (3) Assistance in scheduling interviews and agency visits required for the completion of the

review.

14. CONSUMER RIGHTS AND PROTECTIONS

- a. The Contractor shall comply with any applicable Federal and State laws that pertain to individual rights and require that its staff takes those rights into account when furnishing services to Consumers.
- b. The Contractor shall require that Mental Health Professionals and MHCPs, acting within the lawful scope of mental health practice, are not prohibited or restricted from advising or advocating on behalf of an individual with respect to:
 - (1) The individual's mental health status.
 - (2) Receiving all information regarding mental health treatment options including any alternative or self administered treatment, in a culturally-competent manner.
 - (3) Any information the Consumer needs in order to decide among all relevant mental health treatment options.
 - (4) The risks, benefits, and consequences of mental health treatment (including the option of no mental health treatment).
 - (5) The Consumer's right to participate in decisions regarding his or her mental health care, including the right to refuse mental health treatment and to express preferences about future treatment decisions.
 - (6) The Consumer's right to be treated with respect and with due consideration for his or her dignity and privacy.
 - (7) The Consumer's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - (8) The Consumer's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 CFR Part 164.
 - (9) The Consumer's right to be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the RSN, CMHA or MHCP treats the individual.
- c. The Contractor shall provide or purchase age, linguistic and culturally competent community mental health services for Consumers for whom services are medically necessary and clinically appropriate.
- d. Individual service plans must be developed in compliance with WAC 388-865-0425.
 - (1) The Contractor shall require that Consumers are included in the development of their individualized service plans, advance directives for psychiatric care and crisis plans.
 - (2) This shall include but not be limited to children and their families (e.g. caregivers and significant others, parents, foster parents, assigned/appointed guardians, siblings).
 - (3) At a minimum, treatment goals must include the words of the individual receiving services and documentation must be included in the clinical record, as part of the 180 day progress review, describing how the consumer sees progress.
- e. Advance Directives
 - (1) The Contractor shall maintain a written Advance Directive policy and procedure that respects individuals' Advance Directives for psychiatric care. Policy and procedures must comply with RCW 71.32. If State law changes, DBHR will send notice to the Contractor who must then ensure the provision of notice to individuals within 90 days of

the change.

- (2) The Contractor shall inform individuals that complaints concerning noncompliance with the Advance Directive for psychiatric care requirements may be filed with DBHR by contacting the Quality Improvement and Assurance section at 1-888-713-6010.

15. UTILIZATION MANAGEMENT

- a. The Contractor must ensure the requirements of WAC 388-865-0425 are being met regarding Individual Service Plans (ISP). ISPs shall include, but is not limited to:
- (1) The Consumer (and those the Consumer identifies as Family when appropriate) is a participant in the development of the treatment plan.
 - (2) Input from other health, education, social service, and justice agencies as appropriate and consistent with privacy requirements.
- b. The Contractor shall ensure services are provided in accordance with the GCBH approved Level of Care Guidelines and the Contractor's policies and procedures for determining Available Resources and are not arbitrarily denied or reduced (e.g. the amount, duration, or scope of a service) based solely upon the diagnosis, type of mental illness, or the individual's mental health condition.
- c. The Contractor must provide a written Notice of Determination if a denial, reduction, termination or suspension occurs based on the GCBH approved Level of Care Guidelines or the Contractor's policies and procedures used to determine when services are to be provided within Available Resources.

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

17. MANAGEMENT INFORMATION SYSTEM

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

- may include projected cost analysis.
- (6) The Contractor shall implement changes documented in GCBH "Data Dictionary" and Trading Partner Agreement(s) and in DBHR "Service Encounter Reporting Instructions" within 90 days from the date published. When changes on one document require changes to the other, GCBH shall publish all affected documents concurrently.
 - (7) The Contractor shall implement changes to the content of national standard code sets (such as CPT, HCPC, Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization. If the issuing organization does not provide an implementation schedule or deadline, the Contractor shall implement the changes within 150 days.
 - (8) When GCBH makes changes referenced in section 17.a.(6), the Contractor shall send at least one test batch of data containing the required changes. The test batch must be received no later than 15 days prior to the implementation date.
The test batch must include at least 100 transactions that include information effected by the change.
The processed test batch must result in at least 80% successfully posted transactions or an additional test batch is required.
 - (9) The Contractor shall respond to requests from GCBH for information not covered by the data dictionary in a timeframe determined by GCBH that will allow for a timely response to inquiries from CMS, the legislature, DSHS, and other parties.
 - (10) No RSN encounter transaction shall be accepted for initial entry or data correction after one (1) year from the date of service, except by special exception.

b. Business Continuity and Disaster Recovery

- (1) The Contractor shall demonstrate a primary and backup system for electronic submission of data requested by GCBH. This must include secure electronic transmission. In the event a secure method of transmission is unavailable and immediate data transmission is necessary, an alternate method of submission will be considered based on GCBH approval.
- (2) The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstatement of the consumer information system following total loss of the primary system or a substantial loss of functionality. The plan must be in written format, have an identified update process (at least annually) and a copy must be stored off site.
- (3) The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for the Contractor. The certification must be submitted by December 1 of each year of this Agreement. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor's plan are available for GCBH or the DBHR-contracted EQRO to review and audit. The plan must address the following:
 - i. A mission or scope statement;
 - ii. An appointed Information Services Disaster Recovery Staff.
 - iii. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers.
 - iv. Procedures for allowing effective communication; Applications Inventory and

- v. Business Recovery priority; Hardware and software vendor list.
 - vi. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data.
 - vii. Off site storage of system and data backups; Ability to recover data and systems from backup files.
 - viii. Designated recovery options which may include use of a hot or cold site.
 - viii. Evidence that disaster recovery tests or drills have been performed.
- c. Information System Security and Protection of Confidential Information:
- (1) The Contractor shall comply with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC §1320(d) et seq. and CFR Parts 160, 162 and 164.
 - (2) The Contractor shall ensure that confidential information provided through or obtained by way of this Agreement or services provided, is protected in accordance with the Data Security Requirements (Exhibit A).
 - (3) The Contractor shall take appropriate action if the Contractor's employees wrongly release confidential information.
- d. Data Quality Verification:
- (1) The Contractor shall maintain a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Agreement. The Contractor shall have in place mechanisms to verify the health information is complete and accurate. Mechanisms shall include the following:
 - i. GCBH shall conduct encounter validation checks using the following guidelines:
 - 1. Minimum Sample Size: The sample size must be equal to or greater than 822 encounters RSN-wide.
 - 2. Selection Criteria: The sample of encounters must be selected from 200 client charts RSN-wide.
 - 3. Random Sampling: Client charts and corresponding encounters shall be randomly selected, and be representative of the proportion of clients served (children vs. adults) within the Contractor's service area for the 12-month period (October-September).
 - 4. Minimum Data Elements: Verification for each randomly selected encounter record shall include the following minimum data elements:
 - Date of service
 - Name of service provider
 - Procedure code
 - Minutes of service
 - Service location
 - Provider Type
 - Service code agrees with treatment described
 - 5. Validation Analysis: GCBH shall verify and analyze the validity (accuracy and completeness) of the minimum random sample against the clinical records documented by the Contractor. Analysis and

reporting shall include findings of error rate for each data element and aggregate the results for the following categories:

- Match – Match reflects cases where there are exact matches of all the minimum data elements for each randomly selected sample between the Contractor's encounters and those in the clinical records.
 - No Match – No match reflects cases where the Contractor's encounters do not match the clinical records. There are three (3) error types for this category:
 - Erroneous – Encounters that occurred and are presented by the clinical record but contain incorrect data or missing any of the minimum data elements.
 - Missing (i.e., Not in Encounter Record) – Clinical record contains evidence of a service but is not represented by the clinical record.
 - Unsubstantiated (i.e., Not in Medical Record) – Encounters submitted by the Contractor but either cannot be verified in the clinical record or is duplicated.
6. Performance Expectations: GCBH shall aggregate the findings for each separate element by the error types. If "No Match" or "Unsubstantiated" error rate is above the acceptable standard, the Contractor shall include a corrective action plan in the Encounter Data Verification (EDV) report.

| Type | Acceptable Standards | |
|---|----------------------|--------|
| | Year 1 | Year 2 |
| Match | ≥ 95% | ≥ 95% |
| No Match | ≤ 5% | ≤ 5% |
| Unsubstantiated (Not in Medical Record) | ≤ 2% | ≤ 2% |

7. Encounter Data Validation (EDV) Report: The EDV Reports shall be submitted to DBHR and a copy provided to the Contractor annually within 90 days after the end of each 12 month period (October to September). The report shall minimally address the following key areas:
- Method of validation process (i.e., study time frame, staff involved, request for record and review process).
 - Sampling methodology, including data source and stratification.
 - Record review tool(s) and audit guide employed.
 - Scoring methods.
 - Data analysis results and summary of findings.
 - Conclusions, limitations, and opportunities for improvement, including corrective action plan, if applicable.

8. Accountability: Performance accountability for this measure is built upon the EDV Reporting. If, during any measurement, the Contractor fails to meet performance expectations, the Contractor shall enter a succession of administrative phases until all deficiencies have been mitigated.
- a. Corrective Action Phase: The first EDV Report in which the Contractor has failed to demonstrated compliance with performance expectations for this measure will trigger the Corrective Action Phase. During this phase, the Contractor shall:
 - i. Submit a plan of correction to the GCBH Quality Manager concurrently within the EDV Report.
 - ii. Complete the plan, and demonstrate compliance with performance expectations in the next EDV Report.
 - b. Conditional Contract Phase: The second EDV Report in which the Contractor fails to meet performance expectations will trigger the Conditional Contract Phase. During this phase, the Contractor shall:
 - i. Submit a plan of correction to the GCBH Quality Manager concurrently within the EDV Report.
 - ii. Ensure that the plan of correction includes provision for outside consultation and/or technical assistance.
 - iii. Complete the plan, and demonstrate compliance with performance expectations in the next EDV Report.
 - c. Administrative Review Phase: If the Contractor has not reached performance expectation by the end of the Conditional Contract Phase, GCBH will conduct a comprehensive administrative review to determine the continued viability of the Contractor's business structure, and the adequacy of its service delivery.
 - d. If GCBH determines that the Contractor can no longer deliver adequate services, GCBH will initiate a re-procurement process.

18. GRIEVANCE SYSTEM

- a. Procedures. The Contractor shall have a Grievance system that has the following procedures:
 - (1) The individual or representative may file a Grievance either orally or in writing.
 - i. If an initial request for a Grievance is made orally, a written, signed request for a Grievance must be submitted within seven (7) days.
- b. Handling of Grievances:
 - (1) In handling Grievances, the Contractor must meet the following requirements:
 - i. Give individuals any reasonable assistance in completing forms and taking other procedural steps. This includes, but is not limited to, provision of Ombuds services, interpreter services and toll-free numbers with adequate TTY/TTD capability.
 - ii. Acknowledge receipt of each Grievance received either orally or in writing within one working day. If acknowledgement is made orally, it must be followed-up in

- writing within five (5) working days.
- iii. Ensure that the individuals who make decisions on Grievances are individuals who were not involved in any previous level of review or decision-making.
 - iv. Ensure that no retaliation is taken against individuals who file a Grievance.
- c. Resolution and Notification: The Contractor must resolve each Grievance and provide written notice as expeditiously as the Consumer's mental health condition requires and not more than 20 days from the receipt of the statement of Grievance by the Contractor.
- (1) If a resolution cannot be reached, to the Consumer's satisfaction within the 20 day timeframe, the Contractor must forward the Grievance to GCBH immediately.
 - (2) GCBH shall provide written notice of resolution within 30 days from statement of Grievance.
 - (3) The Contractor may extend the timeframe by up to 14 calendar days if:
 - i. The Consumer request the extension; or
 - ii. The Contractor shows (to the satisfaction of GCBH upon request) that there is a need for additional information and how the delay is in the Consumer's interest. Individuals who file a Grievance shall be notified:
 - (A) Of their right to request a Fair Hearing, and how to do so.
 - (B) Of their right to request to receive medically necessary services while the hearing is pending.
 - (C) How to make the request.
 - (D) That an individual may be asked to pay for the cost of those services if the hearing decision upholds the original decision.
- d. Continuation of Services:
- (1) During the grievance process, the Contractor must continue the individual's medically necessary services that are provided within Available Resources if all of the following conditions are met:
 - i. The Grievance involves the termination, suspension, or reduction of a previously authorized course of treatment.
 - ii. The services were provided by an authorized Community Mental Health Agency.
 - iii. The individual is currently receiving services at the time of the request.
 - iv. The individual requests a continuation of services.
- e. Fair Hearings:
- (1) Consumers may request a Fair Hearing conducted by independent state agency in accordance with Chapter 388-02 WAC and provisions of mental health services per Chapter 388-865 WAC.
 - (2) The parties to a Fair Hearing include the Contractor as well as the Consumer and his or her representative or the legal representative of a deceased Consumer's estate.
 - (3) A Fair Hearing may be requested from the State of Washing Office of Administrative Hearings when:

- i. A Consumer believes there has been a violation of DSHS rule.
 - ii. The Contractor or its agent does not provide a written response to a grievance within the required timeframes.
 - iii. A Consumer receives an adverse ruling by the Contractor or its agent to a grievance.
- (4) If the Consumer elects to request a Fair hearing, the request must be filed within 20 days from the date of notice of adverse ruling.
- (5) GCBH will notify the Contractor of hearing determinations. The Contractor will be bound by the hearing determination, whether or not the hearing determination upholds the Contractor's decision.
- f. Record-keeping and Reporting Requirements
- (1) The Contractor must maintain records of Grievances and Fair Hearings.
 - (2) The Contractor must maintain records of Grievances and Fair Hearings separate from medical records. The Contractor must notify the GCBH Grievance and Appeals Coordinator at the time a grievance is filed. Notification must include the consumers name and contact information.
 - (3) The Contractor must submit a report in a format provided by GCBH that includes:
 - i. The number and nature of Grievances and Fair Hearings.
 - ii. The timeframes within which they were disposed of or resolved.
 - iii. The nature of the decisions.
 - iv. A summary and analysis of the implications of the data, including what measures shall be taken to address undesirable patterns.
 - v. Reports are due to GCBH within 30 days of the end of each reporting period.
 - vi. Reporting periods are every six (6) months. First period ends on March 31, 2012 and will be every six (6) months forward to the end of the contracted period.

19. SERVICES

- a. Co-Occurring Disorder Screening and Assessment: The Contractor must maintain the implementation of the integrated, comprehensive screening and assessment process for chemical dependency and mental disorders as required by RCW 70.96C. Failure to maintain the Screening and Assessment process will result in remedial actions up to and including financial penalties as described in the Remedial Actions section of this Agreement.
- (1) Contractor must attempt to screen all individuals aged 13 and above through the use of the DBHR provided Global Appraisal of Individual Needs – Short Screener (GAIN-SS) during:
- All new intakes.
- The provision of each crisis episode of care including ITA investigations services, except when:
- o The service results in a referral for an intake assessment.
 - o The service results in an involuntary detention under RCW 71.05, 71.34 or RCW 70.96B.
 - o The contact is by telephone only.
 - o The professional conducting the crisis intervention or ITA investigation has information that the individual completed a GAIN-SS screening within the previous 12 months.

- (2) The GAIN-SS screening must be completed as self report by the individual and signed by that individual on the DBHR-GAIN-SS form. If the individual refuses to complete the GAIN-SS screening or if the clinician determines the individual is unable to complete the screening for any reason this must be documented on the DBHR-GAIN-SS form.
- (3) The results of the GAIN-SS screening, including refusals and any where the Consumer was unable to complete, must be reported to GCBH through the CIS system.
- (4) The Contractor must complete a co-occurring mental health and chemical dependency disorder assessment, consistent with training provided by DBHR and outlined in SAMHSA Treatment Protocol 42, to determine a quadrant placement for the individual when the individual scores a 2 or higher on either of the first two scales (ID Screen & ED Screen) and a 2 or higher on the third (SD Screen).
- (5) The assessment is required during the next outpatient treatment planning review following the screening and as part of the initial evaluation at free-standing, non-hospital, evaluation and treatment facilities. The assessment is not required during crisis interventions or ITA investigations.

The quadrant placements are defined as:

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

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

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

- (1) **Crisis Mental Health Services:** The Contractor must provide 24-hour, 7 day a week crisis mental health services to individuals who are within the Contractor's Service Area and report they are experiencing a mental health crisis. There must be sufficient staff available, including Designated Mental Health Professionals, to respond to requests for crisis services. Crisis services must be provided regardless of the individual's ability to pay. Crisis mental health services must include each of the following:
 - i. **Crisis Services:** Evaluation and treatment of mental health crisis to all individuals experiencing a crisis. A mental health crisis is defined as a turning point in the course of anything decisive or critical, a time, a stage, or an event or a time of great danger or trouble, the outcome of which decides whether possible bad consequences will follow. Crisis services must be available on a 24-hour basis. Crisis Services are intended to stabilize the person in crisis, prevent further deterioration and provide immediate treatment and intervention in a location best suited to meet the needs of the individual and in the least restrictive environment available. Crisis services may be provided prior to completion of an intake evaluation. Services must be provided by or under the supervision of a Mental Health Professional.
 - ii. **Stabilization Services:** Services provided to individuals who are experiencing a mental health crisis. These services are to be provided in the person's own home,

- or another home-like setting, or a setting which provides safety for the individual and the Mental Health Professional. Stabilization services shall include short-term (less than two weeks per episode) face-to-face assistance with life skills training and with the understanding of medication effects and side effects. This service includes: a) follow up to crisis services; and b) other individuals determined by a Mental Health Professional to need additional stabilization services. Stabilization services may be provided prior to an intake evaluation for mental health services. This service may include cost for room and board.
- iii. Involuntary Treatment Act Services: Includes all services and administrative functions required for the evaluation for involuntary detention or involuntary treatment of individuals in accordance with RCW 71.05 RCW 71.24. 300 and RCW 71.34. This includes all clinical services, costs related to court processes and transportation. Crisis Services become Involuntary Treatment Act Services when a Designated Mental Health Professional (DMHP) determines an individual must be evaluated for involuntary treatment. The decision making authority of the DMHP must be independent of the RSN administration. ITA services continue until the end of the involuntary commitment.
 - iv. Freestanding Evaluation and Treatment Services provided in freestanding inpatient residential (non-hospital) facilities licensed by the Department of Health and certified by DBHR to provide medically necessary evaluation and treatment to the individual who would otherwise meet hospital admission criteria. These are not-for-profit organizations. At a minimum, services include evaluation, stabilization and treatment provided by or under the direction of licensed psychiatrists, nurses and other Mental Health Professionals, and discharge planning involving the individual, family, significant others so as to ensure continuity of mental health care. Nursing care includes but is not limited to performing routine blood draws, monitoring vital signs, providing injections, administering medications, observing behaviors and presentation of symptoms of mental illness. Treatment modalities may include individual and family therapy, milieu therapy, psycho-educational groups and pharmacology. The individual is discharged as soon as a less-restrictive plan for treatment can be safely implemented.
- (2) Crisis mental health services may be provided without an intake evaluation or screening process. The Contractor must provide:
- i. Emergent Care within two (2)-hours of the request received from any source for crisis mental health services.
 - ii. Urgent care within 24-hours of the request received from any source for crisis mental health services.
 - iii. The Contractor must facilitate or provide access to all components of the Involuntary Treatment Act to persons who have mental disorders in accordance with state law (RCW 71.05 and RCW 71.34) and without regard to ability to pay.
 - iii. The Contractor must incorporate the statewide protocols for Designated Mental Health Professionals (DMHP) or its successor into the practice of Designated Mental Health Professionals. The protocols can be accessed on the DBHR intranet and copies will be provided upon request.
 - iv. The Contractor must have policies and procedures for crisis and ITA

services that implement the following requirements:

- (A) No DMHP or crisis intervention worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's involuntary treatment act, unless a second trained individual accompanies them.
 - (B) The clinical team supervisor, on-call supervisor, or the individual professional acting alone based on a risk assessment for potential violence, shall determine the need for a second individual to accompany them.
 - (C) The second individual may be a law enforcement officer, a Mental Health Professional, a mental health paraprofessional who has received training required in RCW 49.19.030, or other first responder, such as fire or ambulance personnel.
 - (D) No retaliation may be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.
 - (E) The Contractor must have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis outreach staff who respond to private homes or other private locations.
 - (F) Every Mental Health Professional dispatched on a crisis visit, shall have prompt access to information about any history of dangerousness or potential dangerousness on the client they are being sent to evaluate that is documented in crisis plans or commitment records and is available without unduly delaying a crisis response.
 - (G) Every Mental Health Professional who engages in home visits to Consumers or potential Consumers for the provision of crisis services shall be provided by the Contractor with a wireless telephone or comparable device for the purpose of emergency communication.
- (3) Psychiatric Inpatient Services: Community Hospitals and Evaluation and Treatment Facilities: The Contractor shall provide or purchase psychiatric inpatient services for the following:
- i. Individuals who agree to be admitted voluntarily and who are beneficiaries of the Psychiatric Indigent Inpatient (PII) and Disability Lifeline when it is determined to be medically necessary.
 - ii. Individuals who are involuntarily detained in accordance with RCW 71.05 or RCW 71.34, and who are either eligible under Disability Lifeline, or who are not eligible for any other medical assistance program that would cover this hospitalization.
 - iii. Individuals at least 22 years of age and under 65 years of age who are Medicaid-Enrollees and are admitted to a residential facility that is classified as an Institution for Mental Diseases (IMD) defined in 42 CFR 435.1010.
- (4) Psychiatric Inpatient Services: State Hospitals:
- i. Ensure Consumers are medically cleared, if possible, prior to admission to a State Psychiatric Hospital.

- ii. Respond to State Hospital census alerts by using best efforts to divert admissions and expedite discharges by utilizing alternative community resources and mental health services.
 - iii. The Contractor or its designee shall monitor individuals discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320.
 - iv. The Contractor or its designee shall offer covered mental health services to assist with compliance with LRA requirements for individuals who meet medical necessity.
 - v. The Contractor or its designee shall respond to requests for participation, implementation, and monitoring of individuals receiving services on Conditional Releases (CR) consistent with RCW 71.05.340. The Contractor or designee shall provide covered mental health services for individuals that meet medical necessity.
 - vi. The Contractor or designee shall ensure provision of covered mental health services to individuals on a Conditional Release under RCW 10.77.150 for individuals that meet medical necessity and within Available Resources.
 - vii. For conditional releases under RCW 10.77, if the individual is placed on a transitional status in the RSN which holds the State psychiatric hospital, it is expected that the individual will transfer back to the RSN for the individual's county of residence once transitional care is complete. The Inter-RSN Transfer process described in the State Hospital Working Agreement will be used when an individual is on Conditional Release or discharged to an area other than the RSN responsible for the individual's county of residence.
- (5) Children's Long-Term Inpatient Programs (CLIP): The Contractor shall comply with GCBH Children's Long-Term Inpatient Program (CLIP) policies/procedures, as amended, replaced and/or revised. GCBH policies are available on the GCBH website: www.gcbh.org.
- (6) Inpatient Coordination of Care:
- i. The Contractor must provide Rehabilitation Case Management which includes a range of activities by the outpatient community mental health agency's liaison conducted in or with a facility for the direct benefit of an individual in the mental health system.
 - ii. Rehabilitation Case Management activities include assessment for discharge or admission to community mental health care, integrated mental health treatment planning, resource identification and linkage to mental health rehabilitative services, and collaborative development of individualized services that promote continuity of mental health care. Services are provided by or under the supervision of a Mental Health Professional
 - iii. The Contractor shall ensure that contact with the inpatient staff occurs within three (3) working days of an authorized voluntary or involuntary admission. The Contractor's liaison or CMHA must participate throughout the admission in treatment and discharge planning with the hospital staff.
 - iv. The Contractor or its designee shall provide to the inpatient unit any available information regarding the individual's treatment history at the time of admission. The Contractor or its designee must provide all available information related to

- payment resources and coverage.
- v. The Contractor or designated CMHA must participate in treatment and discharge planning with the inpatient treatment team.
 - vi. The Contractor or designated CMHA must participate throughout the inpatient admission to assist with appropriate and timely discharge for all individuals regardless of diagnosis. This includes providing assistance with developing treatment plans and appropriate community alternatives.
 - vii. The CMHA must offer, at minimum, one follow-up service within seven (7) days from discharge to an individual who has been authorized for an inpatient admission or involuntarily committed.
- (7) Ancillary Costs: With the funds provided under this Agreement the Contractor is also expected to prioritize payments for expenditures associated with providing medically necessary crisis services and residential services for Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver. Costs include, but are not limited to, room and board in hospital diversion settings or in Freestanding Evaluation and Treatment facilities and Administrative Costs related to the Involuntary Treatment Act.
- (8) Residential Programs: Residential settings and programs shall be available and provided based on the individual's needs, medical necessity and within Available Resources per the Contractor's policies and procedures. The Contractor must maintain a detailed plan to meet individual needs for residential programs. This plan may include memorandums of understanding or contracts to purchase or provide a residential program outside of the Contractor's Service Area when an individual requires a level of residential support which is not available within the Contractor's Service Area. Residential programs and settings may include the following:
- i. Long-term intensive adaptive and rehabilitative psychiatric care such as is provided in Adult Residential Rehabilitation Centers.
 - ii. Supervised living such as residential programs developed to serve individuals diagnosed with a major mental illness in nursing homes, boarding homes or adult family homes.
 - iii. Supported housing services such as intensive services provided to maintain individuals in unlicensed individual or group home settings including transitional or permanent housing.
- c. Services in Support of Core Services: When the Contractor has Available Resources the Contractor shall provide services necessary to the facilitation of providing or preventing Core Services to members of priority populations (RCW 71.24). Services must be provided in accordance with GCBH approved Level of Care Guidelines.
- (1) Within available resources and pursuant to Contractor's policies and procedures, the Contractor may use the funds provided under this Agreement to do any of the following:
- i. Provide or purchase any other clinically appropriate outpatient or residential services to a non-Medicaid individual:
 - ii. Provide or purchase clinically appropriate outpatient services to Medicaid Enrollees that are not included in the Medicaid State Plan or the 1915(b) Waiver.
 - iii. Provide assistance with transportation.
 - iv. Provide assistance with application for entitlement programs.

- v. Provide assistance with meeting the requirements of the Medically Needy spend down program.

20. COMMUNITY COORDINATION

- a. The Contractor must participate in all disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by GCBH, the Counties and/or DBHR. The Contractor shall:
 - (1) Attend DBHR-sponsored training regarding the role of the public mental health system in disaster preparedness and response.
 - (2) Participate in local emergency/disaster planning activities when county Emergency Operation Centers and local public health jurisdictions request collaboration.
 - (3) Provide disaster outreach in Contractor's Service Area in the event of a disaster/emergency; "Disaster Outreach" means contacting persons in their place of residence or in non-traditional settings for the purpose of assessing their mental health and social functioning following a disaster or increasing the utilization of human services and resources.
 - (4) There are two (2) basic approaches to outreach: mobile (going to person to person) and community settings (e.g. temporary shelters, disaster assistance sites, disaster information forums). The Outreach Process must include the following:
 - i. Locating persons in need of disaster relief services.
 - ii. Assessing their needs.
 - iii. Engaging or linking persons to an appropriate level of support or disaster relief services.
 - iv. Providing follow-up mental health services when clinically indicated.
 - (5) Disaster outreach can be performed by trained volunteers, peers and/or persons hired under a federal Crisis Counseling Grant. These persons should be trained in disaster crisis outreach which is different than traditional mental health crisis intervention.
 - (6) Conduct post-disaster outreach to determine the need for disaster related crisis counseling and assess the availability of local resources in meeting those needs.
 - (7) Provide the name and contact information to GCBH for person(s) coordinating the RSN disaster/emergency preparedness and response upon request.
 - (8) Provide information and preliminary disaster response plans to GCBH within seven (7) days following a disaster/emergency or upon request.
 - (9) Partner in disaster preparedness and response activities with DBHR and other DSHS entities, the State Emergency Management Division, FEMA, the American Red Cross and other volunteer organizations. This must include:
 - i. Participation when requested in local and regional disaster planning and preparedness activities.
 - ii. Coordination of disaster outreach activities following an event.
- b. For individuals enrolled with the Division of Developmental Disabilities (DDD), formerly hospitalized at WSH or ESH, currently living in the community, who are in the contracted service area the Contractor shall:
 - (1) Participate in quarterly community comprehensive reviews. Each review must be conducted using the DSHS, DDD Comprehensive Review Tool. This tool is incorporated by reference and is available on the DBHR Intranet.

- (2) Participate directly with Regional DDD representatives in coordinating and conducting these reviews, upon GCBH or the Counties request. The GCBH representative and the Regional DDD Quality Assurance Manager will be "lead staff" for Regional Review Teams (RRTs).
 - (3) Collaborate with the Counties to develop a corrective action plan to address findings based on the results of a review.
- c. Law Enforcement - In accordance with 71.05.390(17), the Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).

21. SPECIAL PROJECTS

a. Supported Senior Services:

- (1) The Contractor shall develop a program that provides liaison services to residential care facilities within Benton and Franklin Counties for senior adults. The program shall assist seniors in maintaining their care placements, accessing appropriate mental health services, support facility staff in managing client's behaviors as approved by the Counties. The Contractor shall serve approximately 18 seniors per month age 60 and over who are living in care facilities within Benton and Franklin Counties. The Contractor shall also provide support to the senior's care staff and families.
- (2) The Contractor shall report to the Counties on a monthly basis the number of seniors served by this program, the facility the senior is living in, the type of services provided and any referrals made. This report shall also be submitted to GCBH with the Contractor's monthly billing voucher.
- (3) GCBH shall pay the Contractor at the set rate, as approved by the Counties. Funding allocations will be based on the percentages of Medicaid vs. Non-Medicaid clients served. Funding for this project will be effective October 01, 2011 – June 30, 2012.

22. REMEDIAL ACTIONS

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

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

23. GENERAL TERMS AND CONDITIONS

- a. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - (1) **Agreement** means this document, the General Terms and Conditions, and the Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.
 - (1) **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - (2) **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - (3) **Contractor** means the Contractor, its employees and agents.
 - (4) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - (5) **DSHS or the department or the Department** means the Department of Social and

- Health Services of the State of Washington and its Secretary.
- (6) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- (7) **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw>.
- (8) **USCA** means United States Code Annotated. All references to USCA chapters or sections in this Agreement shall include any successor, amended, or replacement statute. The USCA may be accessed at <http://apps.leg.wa.gov/wac>.
- (9) **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://www.gpoaccess.gov/uscode/>.
- b. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
- c. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the GCBH Director or their designee and the written assumption of the Contractor's obligations by the third party.
- d. **Billing Limitations.** Unless otherwise specified in this Agreement, GCBH shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- e. **Compliance with Applicable Law.** At all times during the term of this Agreement the Contractor and GCBH shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
- f. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. GCBH and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information. The compromise or potential compromise of Confidential Information must be reported to the GCBH HIPAA Compliance Officer within five (5) business days of discovery for breaches of less than 500 persons' protected data, and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

- g. **Contractor Certification Regarding Ethics.** By signing this Agreement, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
- h. **Debarment Certification.** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.
- i. **Entire Agreement.** This Agreement, including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.
- j. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the Contractor against GCBH involving this Agreement, venue shall be proper only in Benton County, Washington. In the event of a lawsuit by GCBH against the Contractor involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
- k. **Independent Status.** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of GCBH or the State of Washington. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold harmless GCBH from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.
- l. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, and applicable laws and regulations.
- m. **Insurance.** GCBH certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in this Agreement. The Contractor shall pay for losses for which it is found liable.
- n. **Lawsuits.** Nothing in this Agreement shall be construed to mean that the Contractor, a County, RSN, agents or employees, can bring a legal claim for declaratory relief, injunctive relief, judicial review under RCW 34.05, or civil liability against the state or state agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of

State Hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient mental health care.

- o. **Maintenance of Records.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
- (1) Document performance of all acts required by law, regulation, or this Agreement.
 - (2) Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Agreement.
 - (3) For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
- p. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- (1) Applicable Federal and State of Washington statutes and regulations.
 - (2) The General Terms & Conditions of this Agreement.
 - (3) The Special Terms & Conditions of this Agreement.
 - (4) Any Exhibits attached or incorporated into this Agreement by reference.
- q. **Ownership of Material.** Material created by the Contractor and paid for by GCBH as a part of this Agreement shall be owned by GCBH and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by GCBH is owned by the Contractor and is not "work made for hire"; however, GCBH shall have a perpetual license to use this material for GCBH internal purposes at no charge to GCBH, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- r. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. GCBH and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. GCBH and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either GCBH or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
- s. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.
- t. **Sub-recipients.**
- (1) General. If the Contractor is a sub-recipient of federal awards as defined by Office of

Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:

- i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.
 - ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant Agreements that could have a material effect on each of its federal programs.
 - iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
 - iv. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.
 - v. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation.
 - vi. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C D E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- (2) **Single Audit Act Compliance.** If the Contractor is a sub-recipient and expends \$500,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- i. Submit to the GCBH Financial Officer the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 - ii. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, and prepare a "Summary Schedule of Prior Audit Findings."
- u. **Overpayments.** If it is determined by GCBH, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Agreement or any, GCBH may require the Contractor to reimburse DSHS in accordance with OMB Circular A-87.
- v. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular Agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Lawsuits, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
- w. **Termination Due to Change in Funding.** If the funds upon which GCBH relied to establish this

Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

- x. **Termination Due to Change in GCBH/DSHS Agreement.** In the event that changes to the terms of the 1915(b) (Medicaid) Mental Health Services Waiver program render this Agreement invalid in any way after the effective date of this Agreement and prior to its normal completion, GCBH may terminate this Agreement by providing at least fifteen (15) calendar days' written notice to the Contractor, subject to re-negotiation (if applicable) under those new special terms and conditions.
- y. **Termination for Convenience.** GCBH may terminate this Agreement in whole or in part for convenience by providing the Contractor at least thirty (30) calendar days' written notice addressed to the Contractor at the address shown on the cover page of this Agreement. The Contractor may terminate this Agreement for convenience by providing GCBH at least thirty (30) calendar days' written notice addressed to: GCBH, Attn: GCBH Contracts Coordinator, 101 N Edison St, Kennewick, WA 99336.
- z. **Termination for Default.**
- (1) The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if GCBH has a reasonable basis to believe that the Contractor has:
 - i. Failed to meet or maintain any requirement for contracting with GCBH.
 - ii. Failed to perform under any provision of this Agreement.
 - iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - iv. Otherwise breached any provision or condition of this Agreement.
 - (2) Before GCBH may terminate this Agreement for default, GCBH shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the Agreement. The Contracts Administrator may terminate the Agreement for default without such written notice and without opportunity for correction if GCBH has a reasonable basis to believe that a client's health or safety is in jeopardy.
 - (3) The Contractor may terminate this Agreement for default, in whole or in part, by written notice to GCBH, if the Contractor has a reasonable basis to believe that GCBH has:
 - i. Failed to meet or maintain any requirement for contracting with the Contractor.
 - ii. Failed to perform under any provision of this Agreement.
 - iii. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - iv. Otherwise breached any provision or condition of this Agreement.
 - (4) Before the Contractor may terminate this Agreement for default, the Contractor shall provide GCBH with written notice of GCBH's noncompliance with the Agreement and provide GCBH a reasonable opportunity to correct GCBH's noncompliance. If GCBH

does not correct GCBHs noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.

- aa. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- (1) The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
 - (2) The Contractor shall promptly deliver to GCBH, all GCBH assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return GCBH property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of Recovery, including transportation. The Contractor shall take reasonable steps protect and preserve any property of GCBH that is in the possession of the Contractor pending return to GCBH.
 - (3) GCBH shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. GCBH may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by GCBH.
 - (4) If GCBH terminates this Agreement for default, GCBH may withhold a sum from the final payment to the Contractor that GCBH determines is necessary to protect GCBH against loss or additional liability. GCBH shall be entitled to all remedies available at law, in equity, or under this Agreement due to Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in section 23.n. entitled "Lawsuits".
- bb. **Treatment of Client Property.** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting client access to, or possession or use of, lawful or unlawful weapons and drugs).
- cc. **Title to Property.** Title to all property purchased or furnished by GCBH for use by the Contractor during the term of this Agreement shall remain with GCBH. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by GCBH under this Agreement shall pass to and vest in GCBH. The Contractor shall take reasonable steps to protect and maintain all GCBH property in its possession against loss or

damage and shall return GCBH property to GCBH upon Agreement termination or expiration, reasonable wear and tear excepted.

- dd. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in section 23.b. Only the GCBH Director or designee has the authority to waive any term or condition of this Agreement on behalf of GCBH.

24. SPECIAL TERMS AND CONDITIONS

- a. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:
- (1) All applicable Office of Insurance Commissioner's (OIC) statutes and regulations.
 - (2) All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.
 - (3) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §1857(h)), Section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to DSHS, Department of Health and Human Service (DHHS), and the EPA.
 - (4) Any applicable mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan, issued in compliance with the federal Energy Policy and Conservation Act.
 - (5) Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
 - (6) Those specified in Title 18 RCW for professional licensing.
 - (7) Reporting of abuse as required by RCW 26.44.030.
 - (8) Industrial insurance coverage as required by Title 51 RCW.
 - (9) Any other requirements associated with the receipt of federal funds.
 - (10) Any provision of this Agreement which conflicts with State and federal statutes, or regulations, or Centers for Medicare and Medicaid Services (CMS) policy guidance is hereby amended to conform to the provisions of State and federal law and regulations.
- b. **Confidentiality of Personal Information**
- (1) The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A. The Contractor shall have a process in place to ensure that all components of its provider network and system understand and comply with confidentiality requirements for publicly funded mental health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning

applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement. Such purposes include, but are not limited to:

- i. Establishing eligibility.
 - ii. Determining the amount of medical assistance.
 - iii. Providing services for recipients.
 - iv. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan.
 - v. Assuring compliance with Federal and State laws and regulations, and with terms and requirements of the Agreement.
- (2) The Contractor shall comply with all confidentiality requirements of the Health Insurance Portability and Accountability Act (45 CFR §§ 160 and 164).
 - (3) In the event a Consumer's picture or personal story will be used, the Contractor shall first obtain written consent from the Consumer.

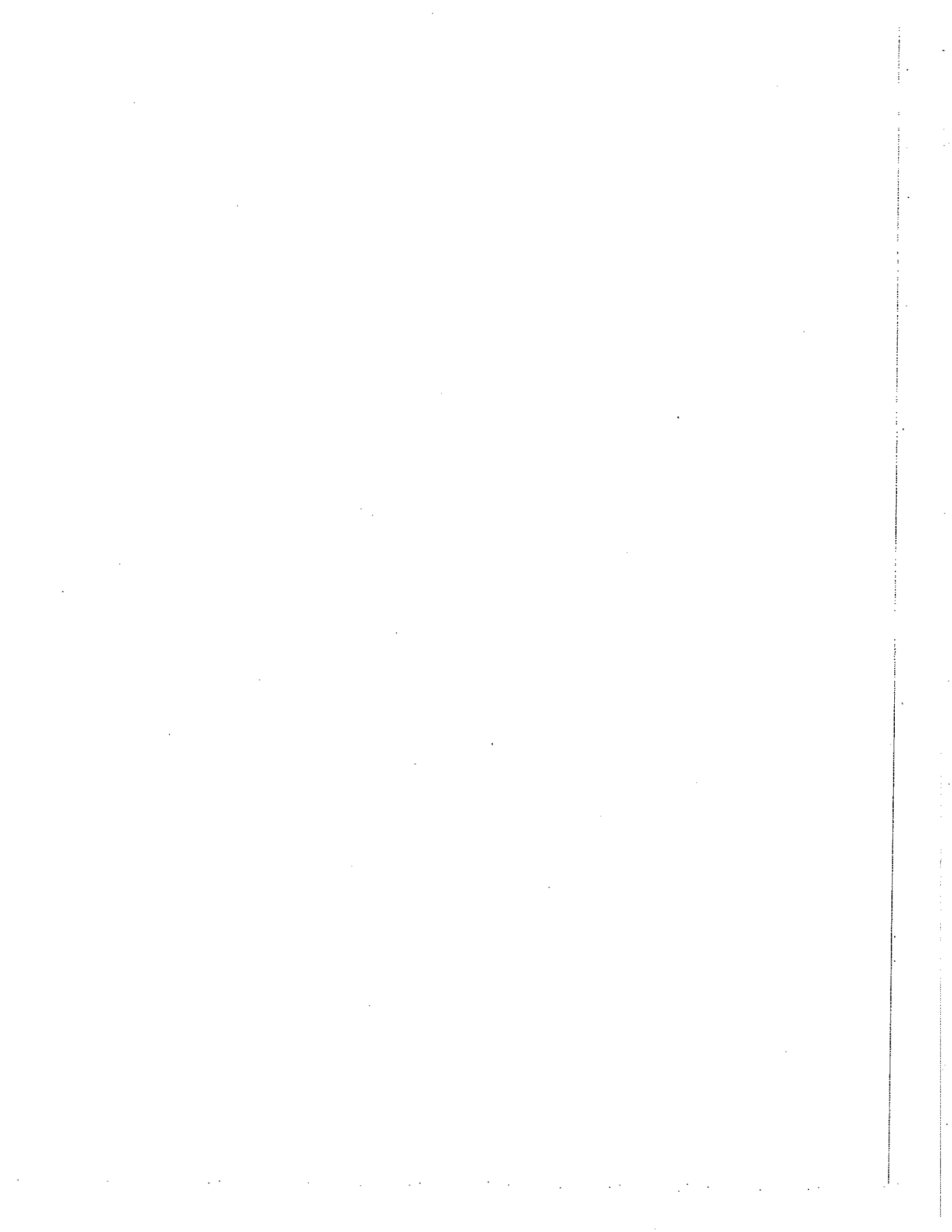
- c. **Declaration That Individuals Served Under Mental Health Programs Are Not Third-Party Beneficiaries Under this Agreement.** Although GCBH and the Contractor mutually recognize that services under this Agreement will be provided by the Contractor to individuals receiving services under RCW chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either GCBH or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.
- d. **Disputes.** When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute:
 - (1) Unless otherwise stated herein, disputes shall be determined by a Dispute board in the following manner: Each party to this Agreement shall appoint one member to the Dispute board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. This dispute resolution procedure shall not modify or reduce either party's rights to judicial proceedings.
- e. **Duplicative Reports and Deliverables.** If this Agreement requires a report or other Deliverable that contains information that is duplicative or overlaps a requirement of another Agreement between the parties the Contractor may provide one (1) report or Deliverable that contains the information required by both Agreements.
- f. **Failure to Expend Funds.** In the event that the Contractor fails to expend funds under this Agreement in accordance with state laws and/or the provisions of this Agreement, GCBH reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance, compliant DBHR requirements. This is in addition to any other remedies available at law or in equity.
 - (1) Such right of recapture shall exist for a period not to exceed 24 months following contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 60 days of demand. In the event that the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorneys' fees.

- g. **Fraud and Abuse.** Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable Federal or State law. Abuse means provider actions that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. The Contractor shall do the following to guard against Fraud and Abuse:
- (1) Create and maintain a mandatory compliance plan that includes provisions to educate staff and providers of the false claim act and whistle blower protections.
 - (2) Develop written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable Federal and State standards.
 - (3) Designate a compliance officer and a compliance committee that is accountable to senior management.
 - (4) Provide effective ongoing training and education for the compliance officer, staff of the PIHP, and selected staff of the CMHAs.
 - (5) Facilitate effective communication between the compliance officer, the PIHP employees, and the Contractor's network of CMHAs.
 - (6) Enforce standards through well-publicized disciplinary guidelines.
 - (7) Conduct internal monitoring and auditing.
 - (8) Respond promptly to detected offenses and develop corrective action initiatives.
 - (9) Report fraud and/or abuse information to GCBH as soon as it is discovered including the source of the complaint, the involved CMHA, nature of fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.
- h. **Information Requests.** The Contractor shall maintain information necessary to promptly respond to written requests by GCBH. The Contractor shall submit information detailing the amount spent throughout its Service Area on specific items upon request by GCBH.
- i. **Commercial General Liability Insurance (CGL).** If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract. GCBH and its elected and appointed officials, agents, and employees shall be named as additional insureds. The Contractor shall provide up to date copies of the policy to GCBH upon execution of this Agreement. The Contractor shall notify GCBH within one working day of any changes in coverage..
- j. **Records Retention.** During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six year period, whichever is later.
- (1) The Contractor shall maintain records sufficient to:
 - i. Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456.

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

k. **Termination of Contractor Function Notice Requirements**

- (1) Either party to this Agreement must provide 180 days notice of any issue that may cause the party to voluntarily terminate, refuse to renew, or refuse to sign a mandatory amendment to this Agreement.
- (2) If the Contractor at any time decides it shall no longer provide services as delineated in this contract for any reason, the Contractor must provide the GCBH contact person, or successor, listed on the first page of this Agreement with written notice at least 90 days prior to the effective date of termination and work with GCBH to develop a mutually agreed upon transition plan with the collaborative goal of minimizing the disruption of services to Consumers. The transition plan shall address all issues leading to the transition of Contractor functions to GCBH such as the use of Reserves, claims reconciliation, and of all items and/or requirements of the Contractor that extend beyond the termination of services.
- (3) GCBH must provide the Contractor contact person, or successor, listed on the first page of this Agreement with at least 90 days written notice if GCBH decides to voluntarily terminate, refuses to renew, or refuses to sign a mandatory amendment to this Agreement.



Data Security Requirements

1. **Data Transport.** When transporting GCBH Confidential Information electronically, including via email, the data will be protected by:
 - a. Transporting the data within the contractor's internal network, or;
 - b. Encrypting any data that will be in transit outside the contractor's internal network. This includes transit over the public Internet.
2. **Protection of Data.** The contractor agrees to store data on one or more of the following media and protect the data as described:

- a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For GCBH confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by GCBH on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access GCBH data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by GCBH on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Access via remote terminal/workstation.** Data accessed and used interactively over the Internet.

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

g. Data storage on portable devices or media.

- (1) GCBH data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:
 - (a) Encrypt the data with a key length of at least 128 bits
 - (b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity before lockout is 20 minutes.
 - (d) Physically protect the portable device(s) and/or media by:
 - i. Keeping them in locked storage when not in use;
 - ii. Using check-in/check-out procedures when they are shared; and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a secure area, portable devices and media with confidential GCBH data must be under the physical control of contractor staff with authorization to access the data.
- (3) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), smart phones or cellular phones, portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.
- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

3. Data Segregation.

- a. GCBH data must be segregated or otherwise distinguishable from non-GCBH data. This is to ensure that when no longer needed by the contractor, all GCBH data can be identified for return or destruction. It also aids in determining whether GCBH data has or may have been compromised in the event of a security breach.
- b. GCBH data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-GCBH data. Or,
- c. GCBH data will be stored in a logical container on electronic media, such as a partition or folder dedicated to GCBH data. Or,
- d. GCBH data will be stored in a database which will contain no non-GCBH data. Or,
- e. GCBH data will be stored within a database and will be distinguishable from non-GCBH data by the value of a specific field or fields within database records. Or,
- f. When stored as physical paper documents, GCBH data will be physically segregated from non-GCBH data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate GCBH data from non-GCBH data, then both the GCBH data and the non-GCBH data with which it is commingled must be protected as described in this exhibit.

4. **Data Disposition.** When the contracted work has been completed or when no longer needed, data shall be returned to GCBH or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

| Data stored on: | Will be destroyed by: |
|--|---|
| Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks) | Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk |
| Paper documents with sensitive or confidential data | Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected. |
| Paper documents containing confidential information requiring special handling (e.g. protected health information) | On-site shredding, pulping, or incineration |
| Optical discs (e.g. CDs or DVDs) | Incineration, shredding, or completely defacing the readable surface with a course abrasive |
| Magnetic tape | Degaussing, incinerating or crosscut shredding |

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

