

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the Contract) is entered into by Kitsap County, as the Administrative entity for the PENINSULA REGIONAL SUIPPORT NETWORK having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the PRSN) and Community Network for Behavioral Healthcare, Inc. d.b.a. CommCare, having its principal offices at 106 W. 14th Street Suite 1300, Kansas City, MO 64105 (the Contractor).

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on July 1, 2010 and terminate on June 30, 2012. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative
Anders Edgerton
Regional Administrator

Kitsap County Department of
Personnel and Human Services
614 Division Street MS-23
Port Orchard, WA 98366
(360) 337-4886

Contractor's Contract Representative

Terri L. Gimlin
President/CEO
Community Network for Behavioral
Healthcare, Inc. d.b.a. CommCare
106 W. 14th Street Suite 1300
Kansas City, MO 64105

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 Pursuant to Exhibit B, CommCare will be paid a per member per month capitation rate of \$0.42 for the utilization management of the mental health services for Medicaid enrollees for the time period July 1, 2010 through June 30, 2012 and a rate of \$10.00 per case for authorization activities for individuals not eligible for Medicaid.
- 4.3 In general, the payment will be paid within the first ten (10) days of each month for which the capitation is applicable. For example, the payment for August 2010 will be paid within the first ten (10) days of August 2010. CommCare will submit a monthly invoice for unpaid non-Medicaid utilization management services performed to date. In general, the county will pay this invoice within thirty days (30) of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
- 7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the

Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 Miscellaneous Insurance Provisions.

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents as an additional insured with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Risk Management Division
Kitsap County Department of Administrative Services
614 Division Street, MS-7
Port Orchard, WA 98366
- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor thirty (30) days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.

- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. If the Contractor disagrees with the County's decisions relating to the quality or acceptability of performance or compensation due to the Contractor, the Contractor may submit the dispute for non-binding arbitration to an independent mediator acceptable to both the County and Contractor, **provided** all expenses related to arbitration for both the County and Contractor will be at the sole expense of the Contractor.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.

- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

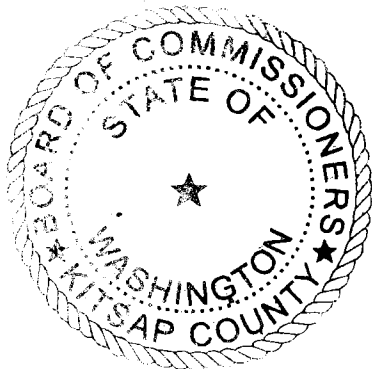
DATED this _____ day _____, 2010. DATED this ~~18th~~ day JUNE, 2010

**CONTRACTOR
COMMUNITY NETWORK FOR
BEHAVIORAL HEALTHCARE, INC.
D.B.A. COMM CARE**

Terri L. Gimlin

Terri Gimlin
Executive Vice President and CEO

Federal Tax ID No.: 43-1718104



**PENINSULA REGIONAL SUPPORT
NETWORK, By KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative Entity**

Josh Brown

Josh Brown, Chair

Steve Bauer

Steve Bauer, Commissioner

Charlotte Garrido

Charlotte Garrido, Commissioner

ATTEST

Opal Robertson

Opal Robertson, Clerk of the Board

Approved as to form by the Prosecuting Attorney's Office

EXHIBIT A: DESCRIPTION OF SERVICES

Statement of Work

Contractor will provide utilization management for individuals from the Peninsula Regional Support Network who are seeking or receiving publicly funded mental health services. Contractor will apply a clinically sound, consumer-oriented, and cost-effective authorization process. Contractor's clinical staff shall be behavioral health clinicians who are trained to address not only the psychological needs of the Clients and their families, but also their medical and social needs. Staff employed by Contractor shall be skilled in coordinating care to ensure that appropriate and culturally competent treatment is provided for the complex problems of the Medicaid population. Each member of the clinical staff must have at least four (4) years of experience in the case management of Medicaid populations. The CommCare Medical Director must be a board-certified psychiatrist who oversees all of CommCare's clinical activities.

Beginning May 9, 2010 Contractor shall utilize Washington state's new Managed Care Information System, Provider One, for all pre-authorization and concurrent authorizations for inpatient psychiatric care in community hospitals. The Contractor shall attend training sessions on Provider One and shall adhere to all of the State's policies and procedures on use of the system.

Utilization Management:

Contractor shall implement a Utilization Management Plan which adheres to Utilization Review Accreditation Commission (URAC) standards. The Utilization Management Plan describes the objectives and components of Contractor's utilization management process.

CommCare will provide a toll free line that provides access twenty-four (24) hours a day, seven (7) days a week to providers seeking authorization of services. Network agencies may seek authorization requests through the regional electronic medical record, Profiler. Providers requesting authorization shall have access to care managers who can give prior authorization for any level of care. Services to be authorized under this contract include all outpatient mental health services, residential services, and community inpatient psychiatric services for individuals who reside in Kitsap, Jefferson and Clallam Counties in Washington State.

Consumers seeking access to services shall also have the ability to call the toll free line for a referral. CommCare is responsible for tracking responsiveness of the phone system provided, and shall answer calls

within five (5) rings, with an average speed of answer of thirty (30) seconds. Less than three percent (3%) of calls shall be abandoned.

When a provider requests an authorization for a mental health service, eligibility must be verified by the provider at the time of the request. Information on all authorization requests is compiled in CommCare's Utilization Management database and determinations are entered into Profiler. CommCare shall provide the PRSN with monthly reports from the database.

Requests for mental health authorizations are categorized as Emergency, Urgent, or Routine. The Care Managers must be trained to respond to all the situations, urgent and non-urgent, that may confront them.

Clinical Guidelines:

A client's care shall be authorized using the Peninsula Regional Support Network's Levels of Care. These were developed and approved by clinicians in active practice to ensure consistent and clinically appropriate certification. Guidelines are available for all diagnoses and levels of care. The PRSNs Utilization Management Committee reviews these guidelines annually.

Pre-certification (Initial Review) for Inpatient Care:

To obtain pre-certification, a facility must call a PRSN network provider prior to an admission.

The following information is obtained by the provider, which must call CommCare for certification:

1. Caller's Name and Phone Number
2. Clients Name and Provider One #
3. Facility Name
4. Admitting Physician
5. Date of Admission
6. Level of Care
7. Precipitating Event/Stressors
8. Current Treatment/History of Treatment
9. Family System
10. Clinical Information
 - a. Mental Status
 - b. Substance Abuse History
 - c. Danger to Self and Others
 - d. Precautions
 - e. Physical/Medical Concerns
 - f. Medications

- g. Diagnosis
- 11. Least restrictive environments considered

This information is entered into the utilization management database by CommCare. A care manager reviews the clinical information using the Levels of Care Guidelines. If Medical Necessity criteria are met, the care is certified. A notice of determination is sent, within twelve hours, to the network provider, facility and client.

- For community hospital stays, the authorization determination is entered into Provider One Prior Authorization system within 24 hours. CommCare will communicate the ProviderOne authorization number to the inpatient facility. Authorization determinations entered into Provider One are accessible by community hospitals.
- For E&T stays, the authorization determination is entered into Profiler within 24 hours. Authorization determinations entered into profiler are accessible by DMHPs, inpatient facility, and network provider.

If medical necessity criteria do not appear to be met, the care manager will refer the case to CommCare's Medical Director who may consult with the attending physician. Alternative services may be suggested. Any denial of inpatient care must be reviewed by CommCare's Medical Director or one of CommCare's consulting psychiatrists within three days of the initial denial. CommCare will send a PRSN Notice of Action to the consumer and provider. For individuals without Medicaid coverage, a letter of denial will be sent.

When a community hospital contacts CommCare for voluntary pre-authorization to inpatient services, CommCare is responsible for building a profile for individuals not currently in the regional database. CommCare gathers the required information directly from the hospital and contacts the local network mental health agency to begin the discharge planning process.

Concurrent Review Process for Inpatient Care:

CommCare's care manager will offer a Concurrent Review on the last certified day. Information needed for review includes:

- Medication Changes/Responses
- Current Signs and Symptoms (Mental Status)
- Current Treatment Plan
- Family Involvement/Situation
- Discharge Plan with Expected Date of Discharge
- Least restrictive environments considered, such as step-down services

The care managers will review the clinical information using the PRSNs Level of Care Guidelines and will certify additional days when medical necessity criteria are met.

- For community hospital stays, the extension determination is entered into Provider One Prior Authorization system within 24 hours. Authorization determinations entered into Provider One are accessible by community hospitals.
- For E&T stays, the extension determination is entered into Profiler within 24 hours. Authorization determinations entered into profiler are accessible by DMHPs, inpatient facility, and network provider.

If the care manager does not certify additional care, the case is referred to the Medical Director who may consult with the attending physician. If an authorization for continued care is denied, CommCare will send the PRSN Notice of Action to the consumer and provider. For individuals without Medicaid coverage, a letter of denial will be sent.

Discharge planning begins at admission. A detailed discharge plan is developed in conjunction with the client, attending physician, appropriate family members, other involved agencies and the follow-up provider. If a client is moving to an alternative level of facility services (e.g., residential services), that level of care also requires pre-certification.

Pre-certification for Outpatient Visits:

Providers are required to obtain prior authorization for all outpatient visits in accordance with the PRSNs Levels of Care. This authorization can be obtained by completing a PRSN PRAT through Profiler or using CommCare's 24-hour fax line or telephonically.

Providers may request Level I or Level II services. Care Managers shall review each request received for compliance with the Washington State Access to Care standards and the PRSNs Level of Care guidelines. CommCare will document the authorization determination directly into Profiler. If the Care Manager requires additional information prior to making an authorization decision, CommCare will pend the request and contact the requesting party to obtain the necessary information.

PRAT authorizations are for twelve month periods, and include an indication of what clinical modalities are anticipated to be provided during the authorization period. All authorizations need to be renewed prior to their expiration. Continuation Care authorizations can be renewed one month prior to expiration.

If an authorization for individuals that meet access criteria is denied, CommCare will send the PRSN Notice of Action to the consumer and

provider. For individuals without Medicaid coverage, a notice of determination letter will be sent explaining the criteria not met and how to request a second opinion. .

Network Providers will use the PRSN PRAT to request inactivation of a consumer if indicated. CommCare will authorize the inactivation, and send the PRSN Notice of Action to the consumer.

Appeal Process:

CommCare's Appeals Policy adheres to URAC standards. The Appeals Policy offers providers, clients, or client representatives, a systematic process to appeal a non-certification resulting from the absence of medical necessity. Any provider, client, or client representative may file such an appeal telephonically or in writing. The following is an overview of the procedure:

Peer-to-Peer Conversation

If a care manager is not able to authorize Covered Services based on the medical necessity criteria, the case is referred to CommCare's Medical Director or a CommCare consulting psychiatrist and the attending clinician is offered an opportunity to speak to a Peer Reviewer.

Expedited Appeal

If a requested authorization for a Covered Service is denied by the CommCare Medical Director, a Notice of Action is sent to the inpatient facility, provider and the client. An appeal request may be made by the attending clinician for an Expedited Appeal, on the client's behalf. An Expedited Appeal is a request to review a denial while the client is still in an acute care psychiatric unit. The case is referred to a Physician Consultant who is board certified in the relevant clinical specialty (e.g., child and adolescent). Expedited appeals are reviewed by CommCare within one (1) working day. If the denial is upheld, a final determination letter is sent to the inpatient facility, provider and the client.

Standard Appeal

After the Covered Services have been provided, the provider may choose to make a Standard Appeal even if an Expedited Appeal has already been completed. This allows the provider the opportunity to submit additional clinical documentation to support medical necessity. CommCare requests all relevant medical records for the Standard Appeal. For an inpatient denial, the appeal is reviewed by a Physician Consultant who is board certified in the relevant clinical specialty, within fourteen (14) calendar

days. For denials of other services, the appeal is reviewed by a peer of the attending clinician or a clinician with relevant expertise. If the decision is made to uphold the denial, a final non-certification letter is mailed to the inpatient facility, provider and the client.

For both Expedited and Standard appeals, if the Physician Consultant certifies the previously denied services, a reversal letter is sent to the provider and the client.

Data

All clinical data gathered in the performance of this work shall be confidential, and Contractor shall have systems and policies in place at all times that protect said data in accordance with the Health Information Privacy and Portability Act (HIPPA), 42 CFR, and other Federal regulations. All data shall remain available for seven years, and all copies there of shall be provided to the County within 60 days of contract termination.

PRSN Policies

Contractor is responsible for complying with all policies and procedures promulgated by the PRSN. .

Credentialing

Contractor is responsible for credentialing all employees, directors and those with a fiduciary stake in the company. At a minimum, this includes:

- a. Primary source verification of education for clinical staff.
- b. OIG and Excluded parties web reviews for all parties in accordance with PRSN policy.

EXHIBIT B: COMPENSATION

KC-221-10

Community Network for Behavioral Healthcare, Inc. d.b.a. CommCare

Medicaid Reimbursement: Contractor shall be paid the sum of \$0.42 per member per month for each Medicaid enrollee assigned to the PRSN during the period July 1, 2010 through June 30, 2012. Actual payments will vary, depending on the final Medicaid enrollment figures provided by DSHS.

Non-Medicaid Reimbursement: Contractor shall be paid a flat rate of \$10.00 per Non-Medicaid individual authorized for any level of service. Total reimbursement is estimated at \$40,000, but is subject to change, depending on the total number of non-Medicaid authorization requests made.

Expenses	Time Period	Revised Budget
Medicaid	7/1/10 – 6/30/12	500,000.00
Non-Medicaid Reimbursement	7/1/10 – 6/30/12	40,000.00
Grand Total		\$540,000.00