



RSN AGREEMENT

DSHS Agreement Number:
0969-75013

09-11 PIHP Agreement

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:

Contractor Contract Number:
KC-393-09

CONTRACTOR NAME Kitsap County		CONTRACTOR doing business as (DBA) Peninsula RSN	
CONTRACTOR ADDRESS 614 Division St., MS-23 Pt. Orchard WA 98366		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-139-034	DSHS INDEX NUMBER 1076
CONTRACTOR CONTACT Anders Edgerton	CONTRACTOR TELEPHONE (360) 337-4886 Ext:	CONTRACTOR FAX (360) 337-5721	CONTRACTOR E-MAIL ADDRESS aedgertn@co.kitsap.wa.us
DSHS ADMINISTRATION Health and Recovery Services Administration	DSHS DIVISION Mental Health Division	DSHS CONTRACT CODE 4104LS-69	
DSHS CONTACT NAME AND TITLE Melena Thompson Program Administrator		DSHS CONTACT ADDRESS PO Box 45330 Olympia, WA 98504-5330	
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IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		CFDA NUMBER(S) 93.778	
AGREEMENT START DATE 10/1/2009	AGREEMENT END DATE 9/30/2011	MAXIMUM AGREEMENT AMOUNT Fee For Service	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Access to Care Standards; Exhibit B - Tribal Planning Checklist; Exhibit C - Data Security Requirements; Exhibit D - Funding Exhibit; Exhibit E - Core Performance Target Measures <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE 		PRINTED NAME AND TITLE Charlotte Garrido, Chair Steve Bauer, Commissioner Josh Brown	DATE SIGNED 9-28-09 Commissioner
DSHS SIGNATURE 		PRINTED NAME AND TITLE Michael Rice, Senior Contracts Manager HRSA, Division of Legal Services	DATE SIGNED 9-30-09

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PURPOSE OF AGREEMENT

Operate a Prepaid Inpatient Health Plan (PIHP) to provide medically necessary mental health services to Enrollees. Provide or purchase age, linguistic and culturally competent community mental health services for Enrollees for whom services are medically necessary and clinically appropriate pursuant to:

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

This Agreement is in effect from October 1, 2009 through September 30, 2011. In the event Contractor decides not to enter into any subsequent Agreement, the Contractor shall treat the situation as a Termination of RSN Function and comply with the Termination of RSN Function Notice Requirements section of the Agreement.

1. DEFINITIONS

1.1. **Action** in the context of PIHP services means

- 1.1.1. the denial or limited authorization of a requested service, including the type or level of service.
- 1.1.2. the reduction, suspension, or termination of a previously authorized service.
- 1.1.3. the denial, in whole or in part, of payment for a service.
- 1.1.4. the failure to provide services in a timely manner, as defined by the state.
- 1.1.5. the failure of a PIHP to act within the timeframes provided in section 42 CFR 408(b).

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

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

1.4. **Appeal** means a request for review of an action as "action" is defined above.

1.5. **Capitation Payment** means a payment the Department of Social and Health Services (DSHS) makes monthly to a PIHP on behalf of each recipient enrolled under a Contract for the provision of mental health services under the State Medicaid Plan. The Health and Recovery Service Administration (HRSA) makes the payment regardless of whether the particular recipient receives the services during the period covered by the payment.

1.6. **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.

- 1.7. **Community Mental Health Agency (“CMHA”)** means a Community Mental Health Agency that is licensed by the State of Washington to provide mental health services and Subcontracted to provide services covered under this Agreement.
- 1.8. **Consumer** means a person who has applied for, is eligible for or who has received mental health services. For a child under the age of thirteen (13), or for a child age thirteen (13) or older whose parents or legal representatives are involved in the treatment plan, the definition of consumer includes parents or legal representatives.
- 1.9. **Child Study and Treatment Center (“CSTC”)** means the Department of Social and Health Services, Health and Recovery Service Administration (HRSA) child psychiatric hospital.
- 1.10. **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.
- 1.11. **Day** for purposes of this Agreement means calendar days unless otherwise indicated in the Agreement.
- 1.12. **Deliverable** means items that are required for submission to HRSA to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
- 1.13. **Denial** - the decision by a PIHP, or their formal designee, not to authorize a covered Medicaid mental health services that have been requested by a provider on behalf of an eligible Medicaid Enrollee.
 - 1.13.1. It is also a denial if an intake is not provided upon request by a Medicaid Enrollee.
- 1.14. **Early Periodic Screening Diagnosis and Treatment (“EPSDT”)** means the Early Periodic Screening Diagnosis and Treatment program under Title XIX of the Social Security Act as amended for children who have not reached their 21st birthday.
- 1.15. **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.
- 1.16. **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.
- 1.17. **Enrollee** means a Medicaid recipient who is enrolled in a Pre-paid Inpatient Health Plan.
- 1.18. **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.
- 1.19. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.

1.20. **Family** means:

- 1.20.1. 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.
- 1.20.2. 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.

1.21. **Grievance** means an expression of dissatisfaction about any matter other than an action. Possible subjects for Grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Enrollee's rights (42 CFR 438.400(b)).

1.22. **Health and Recovery Services Administration (HRSA)** means the Health and Recovery Services Administration of the Washington State Department of Social and Health Services. DSHS has designated HRSA as the state mental health authority to administer the state and Medicaid funded mental health programs authorized by RCW chapters 71.05, 71.24, and 71.34.

1.23. **Large Rural Area** means areas with a population density of less than 20 people per square miles.

1.24. **Medicaid Funds** means funds provided by CMS Authority under Title XIX of the Social Security Act.

1.25. **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.

1.26. **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.

1.27. **Mental Health Professional** means:

- 1.27.1. A psychiatrist, psychologist, psychiatric nurse or social worker as defined in chapters 71.05 and 71.34 RCW.
- 1.27.2. A person with a master's degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such person shall have, in addition, at least two years of experience in direct treatment of persons with mental illness or

emotional disturbance, such experience gained under the supervision of a mental health professional.

- 1.27.3. A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986.
- 1.27.4. A person who had an approved waiver to perform the duties of a mental health professional that was requested by the regional support network and granted by DSHS prior to July 1, 2001; or
- 1.27.5. A person who has been granted a time-limited exception of the minimum requirements of a mental health professional by HRSA consistent with WAC 388-865-0265.
- 1.28. **Publish** means an officially sanctioned document provided by HRSA on HRSA internet or intranet websites for downloading, reading, or printing. The Contractor shall be notified in writing or by e-mail when a document meets this criteria.
- 1.29. **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.
- 1.30. **Quality Improvement** means a focus on activities to improve performance above minimum standards/reasonably expected levels of performance, quality, and practice.
- 1.31. **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.
- 1.32. **ProviderOne** means the Department's Medicaid Management Information Payment Processing System.
- 1.33. **Recovery** means the process in which people are able to live, work, learn, and participate fully in their communities.
- 1.34. **Reduction** means the decision by a PIHP to decrease a previously authorized covered Medicaid mental health service described in the Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to decrease or change a covered service in the Individualized Service Plan is not a reduction.
- 1.35. **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.
- 1.36. **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.
- 1.37. **Routine Services** means services that are designed to alleviate symptoms, to stabilize, sustain and facilitate progress toward mental health. These services do not meet the definition of urgent or emergent care.
- 1.38. **Rural Area** means areas with a population density of at least 20 and less than 500 people per square mile.
- 1.39. **Service Area** means the geographic area covered by this Agreement for which the Contractor is responsible.

- 1.40. **Suspension** means the decision by a PIHP, or their formal designee, to temporarily stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to temporarily stop or change a covered service in the Individualized Service Plan is not a suspension.
- 1.41. **Termination** means the decision by a PIHP, or their formal designee, to stop previously authorized covered Medicaid mental health services described in their Level of Care Guidelines. The clinical decision by a Community Mental Health Agency to stop or change a covered service in the Individualized Service Plan is not a termination.
- 1.42. **Urban Area** means areas that have a population density of at least 500 people per square mile.
- 1.43. **Urgent Care** 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. ADMINISTRATION

2.1. Advisory Board and Governing Body Membership –

- 2.1.1. The Contractor must maintain an Advisory Board that is broadly representative of the demographic character of the region which shall include, but not be limited to, representatives of consumers and families, and law enforcement. Composition and length of terms of board members may differ between regional support networks. Membership shall be comprised of at least 51% consumers or consumer family members as defined in WAC 388-865-0222. Composition of the Advisory Board and the length of terms must be submitted to HRSA upon request.
- 2.1.2. Establish a Governing Body responsible for oversight of the Regional Support Network. The Governing Body can be an existing executive or legislative body within a county government. Each member of the Governing Body must be free from conflicts of interest and from any appearance of conflicts of interest between personal, professional and fiduciary interests. Members of the Governing Body must act within the best interests of the RSN and the Consumers. The Contractor must maintain membership roster(s) and by-laws of the Governing Body demonstrating compliance. The Governing Body by-laws must include:
 - 2.1.2.1. Actions to be taken when a conflict of interest, or the appearance of a conflict of interest, becomes evident.
 - 2.1.2.2. Requirements that members refrain from voting or joining a discussion when a conflict of interest is present.
 - 2.1.2.3. A process for the Governing Body to assign the matter to others, such as staff or advisory bodies to avoid a conflict of interest.

3. INCIDENT REPORTING:

- 3.1. 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 that is currently receiving crisis services or outpatient mental health services from an RSN or RSN contracted provider.
- 3.2. Initial notification and any follow up must be provided to HRSA using HRSA electronic incident

reporting system. If the electronic incident reporting system is unavailable, a standardized form shall be provided with instructions on how to submit.

- 3.3. The Contractor must notify HRSA Incident Manager within one (1) working day of becoming aware of events involving a person who has an open case (currently receiving services) and is the alleged victim or perpetrator of any of the following events:
 - 3.3.1. An allegation of rape (Chapter 9A.44 RCW) or sexual assault (as defined in RCW 70.125.030)
 - 3.3.2. Any violent act as defined in RCW 71.05.020 and RCW 9.94A.030 or any homicide or attempted homicide as defined in RCW 9A.32.010 that results in an arrest with charges or pending charges.
 - 3.3.3. Any injury to a RSN or Subcontracted staff member as the result of an assault by a client that requires any level of medical intervention.
 - 3.3.4. Any allegation of financial exploitation as defined in RCW 74.34.020
 - 3.3.5. Any suicide or a death under an unusual circumstance.
 - 3.3.6. An assault by a RSN or Subcontracted staff member involving a client with an open case.
- 3.4. The Contractor must notify HRSA Incident Manager within one (1) working day of any incident that was referred to the Medicaid Fraud Control Unit by the RSN or its Subcontractor.
- 3.5. 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.
- 3.6. The RSN or Subcontractor shall notify the following agencies or any others when required by law:
 - 3.6.1. Adult Protective Services
 - 3.6.2. Child Protective Services
 - 3.6.3. Department of Health
 - 3.6.4. Local Law Enforcement
 - 3.6.5. Medicaid Fraud Control Unit
 - 3.6.6. Washington State Patrol
- 3.7. 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 HRSA for review and approval.
- 3.8. HRSA may require the RSN to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.

