



RSN AGREEMENT

DSHS Agreement Number:
0969-74922

09-11 SMHC 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-394-09

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Kitsap County		Peninsula RSN	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
614 Division St., MS-23 Pt. Orchard WA 98366		601-139-034	1076
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Anders Edgerton	(360) 337-4886 Ext:	(360) 337-5721	aedgertn@co.kitsap.wa.us
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Health and Recovery Services Administration	Mental Health Division	4105LS-69	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Melena Thompson Program Administrator		PO Box 45330 Olympia, WA 98504-5330	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(360) 725-1073 Ext:	(360) 753-7315	melena.thompson@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
No			
AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT	
10/1/2009	9/30/2011	\$12,426,516.00	
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 - State Hospital Bed Allocation; Exhibit F - PALS Bed Allocation <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	DATE SIGNED
		Charlotte Garrido, Chair Steve Bauer, Commissioner Josh Brown, Commissioner	9-28-09
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
		Michael Rice, Senior Contracts Manager HRSA, Division of Legal Services	9-30-09

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PURPOSE OF AGREEMENT - RSN

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, 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. **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.
- 1.2. **Allen and Marr Class Members.** Allen Class Member refers specifically to any DDD enrolled client who was admitted to, or already in, Western State Hospital, on or after June 1, 1997. Marr Class Member refers specifically to any DDD enrolled client who was admitted to, or already in, Eastern State Hospital on or after December 2, 1999. The class members are established based on *Allen, et al. v. WSH, et al. and Marr, et al. v. ESH, et al. cases.*
- 1.3. **Available Resources** means funds appropriated for the purpose of providing community MH 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 MH services. This does not include funds appropriated for the purpose of operating and administering the state psychiatric hospitals.
- 1.4. **Budget Narrative.** The Budget Narrative serves two purposes - it identifies how the costs were estimated and it justifies the need for the cost.
- 1.5. **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.
- 1.6. **Child Study and Treatment Center ("CSTC")** means the Department of Social and Health Services child psychiatric hospital.
- 1.7. **Community Mental Health Agency ("CHMA")** 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, 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.
- 1.9. **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.

- 1.10. **Day** for purposes of this Agreement means calendar days unless otherwise indicated in the Agreement.
- 1.11. **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.
- 1.12. **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.
- 1.13. **Eastern Washington RSNs** includes RSNs contracted by DSHS to provide services in the following Washington counties: Ferry, Stevens, Pend Oreille, Lincoln, Okanogan, Grant, Adams, Chelan, Douglas, Spokane, Skamania, Klickitat, Yakima, Kittitas, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin, and Whitman.
- 1.14. **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.
- 1.15. **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.
- 1.16. **Enrollee** means a Medicaid recipient who is currently enrolled in a Pre-paid Inpatient Health Plan.
- 1.17. **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.
- 1.18. **Fair Hearing** means a hearing before the Washington State Office of Administrative Hearings.
- 1.19. **Family** means:
 - 1.19.1. 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.
 - 1.19.2. 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.
- 1.20. **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.
- 1.21. **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.

- 1.22. **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.

- 1.23. **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.

- 1.24. **Mental Health Professional** means:

- 1.24.1. A psychiatrist, psychologist, psychiatric nurse or social worker as defined in Chapters 71.05 and 71.34 RCW.
- 1.24.2. 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.
- 1.24.3. A person who meets the waiver criteria of RCW 71.24.260, which was granted prior to 1986.
- 1.24.4. 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.
- 1.24.5. 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.

- 1.25. **Notice of Determination** means a written notice that must be provided to Consumers to inform them that medically necessary services have been authorized or that, following an intake no additional services have been requested and/or authorized, and the reason for this determination. A Notice of Determination must contain all of the following:

- A description of authorized services and time frames.
- The right to a second opinion and to access the second opinion if services beyond the intake or previously authorized services have not been determined by the network CMHA to be Medically Necessary.
- The right to a Fair Hearing.

- 1.26. **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.
- 1.27. **ProviderOne** means the Department's Medicaid Management Information Payment Processing System.
- 1.28. **Publish** means an officially sanctioned document provided by HRSA on the HRSA 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.
- 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. **Recovery** means the process by which people are able to live, work, learn, and participate fully in their communities.
- 1.33. **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.
- 1.34. **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.
- 1.35. **Routine Services** means non-emergent and non-urgent services are offered within fourteen (14) calendar days to individuals authorized to receive services as defined in the Access to Care Standards. Routine services 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.
- 1.36. **Service Area** means the geographic area covered by this Agreement for which the Contractor is responsible.
- 1.37. **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.
- 1.38. **Washington Program of Assertive Community Treatment (WA-PACT)** Is a team-based, evidence-based mental health service delivery model that incorporates the values of Recovery and

Resiliency. PACT is also a client-centered, Recovery-oriented mental health service delivery model that utilizes a multi-disciplinary team approach providing services to individuals with severe and persistent mental illnesses and co-occurring disorders. The funds for WA-PACT teams are expressly intended to achieve reductions during fiscal year (FY) 2008 and thereafter in the number of beds at the State Hospitals used by the RSNs.

- 1.39. **Western Washington RSNs** includes RSNs contracted by DSHS to provide services in the following Washington counties: San Juan, Whatcom, Island, Skagit, Snohomish, Clallam, Jefferson, Kitsap, King, Pierce, Thurston, Mason, Grays Harbor, Lewis, Pacific, Wahkiakum, Cowlitz, and Clark.

2. ADMINISTRATION

The Contractor Service Area is the geographic boundaries of Clallam, Jefferson and Kitsap Counties. The Contractor must:

- 2.1. 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.
- 2.2. 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:
 - 2.2.1. Actions to be taken when a conflict of interest, or the appearance of a conflict of interest, becomes evident.
 - 2.2.2. Requirements that members refrain from voting or joining a discussion when a conflict of interest is present.
 - 2.2.3. 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

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.

- 3.1. Initial notification and any follow up must be provided to HRSA using the HRSA electronic incident reporting system. If the electronic incident reporting system is unavailable, a standardized form will be provided with instructions on how to submit.

- 3.2. The Contractor must notify the HRSA Incident Manager 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:
 - 3.2.1. An allegation of Rape (Chapter 9A.44 RCW) or sexual assault (as defined in RCW 70.125.030).
 - 3.2.2. 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.
 - 3.2.3. 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.
 - 3.2.4. Any allegation of financial exploitation as defined in RCW 74.34.020.
 - 3.2.5. Any suicide or a death under an unusual circumstance.
 - 3.2.6. An assault by a RSN or Subcontracted staff member involving a client with an open case.
 - 3.2.7. The Contractor must notify the 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.
 - 3.2.8. 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.
- 3.3. The RSN or Subcontractor will notify the following agencies or any others when required by law.
 - 3.3.1. Adult Protective Services.
 - 3.3.2. Child Protective Services.
 - 3.3.3. Department of Health.
 - 3.3.4. Local Law Enforcement.
 - 3.3.5. Medicaid Fraud Control Unit.
 - 3.3.6. Washington State Patrol.
- 3.4. The Contractor must maintain appropriate 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 will be provided upon request to HRSA for review and approval.
- 3.5. HRSA may require the RSN to provide additional information regarding efforts designed to prevent or lessen the possibility of future similar incidents.
- 3.6. Law enforcement inquiries regarding firearm possession. In accordance with RCW 9.41.097, the Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm.

