Meeting Date: May 11, 2020
Agenda Item No: _____

Kitsap County Board of Commissioners	
Office/Department: Human Services **Staff Contact & Phone Number:** Stephanie Lewis, SBHO Regional Administrator, 337-4422 Doug Washburn, Human Services, Director, 337-4526 **Agenda Item Title:** Contract KC-432-19 Amendment A, between Kitsap County, as the Administrative Entity for the Salish Behavioral Health Administrative Services Organization, and Agape Unlimited, updates the Statement of Work and Budget.	
Recommended Action: Move that the Board execute Contract KC-432-19 Amendment A with Agape Unlimited	
Summary:	This contract amendment with Agape Unlimited will replace Attachment B: Statement of Work in its entirety to align with the HCA Revenue Contract and replaces Attachment C: Budget/Rate Sheet, to add funding for Criminal Justice Treatment Account and Childcare services. The agency will be paid on a fee for service/cost reimbursement basis. The contract period remains unchanged as January 1, 2020 – December 31, 2020. Under this contract amendment, the agency will provide outpatient, childcare, and recovery house services to individuals who are ineligible for Medicaid within Kitsap County. The agency will be paid on a fee for service/cost reimbursement basis as outlined in Attachment C: Budget/Rate sheet. Kitsap County is the administrative entity for the Salish Behavioral Health Administrative Services Organization (SBHASO), which was formed by Clallam, Jefferson, and Kitsap Counties under the Community Mental Health services Act (RCW 71.24) in order to provide Community Behavioral Health Services to the citizens of the constituent counties.
Attachments:	1. Contract Review Sheet 2. Attachment A: KC-432-19-A 3. Attachment B: Statement of Work 4. Attachment C: Budget/Rate Sheet
Fiscal Impact for this Specific Action	
Expenditure required for this specific action:	Fee-for-Service
Related Revenue for this specific action:	Fee-for-Service
Cost Savings for this specific action:	$0
Net Fiscal Impact:	100% Grant Funded
Source of Funds:	WA State Health Care Authority (HCA), Non-Medicaid
Fiscal Impact for Total Project – NA	
Fiscal Impact (DAS) Review	
Office/Departmental Review & Coordination	

Office/Department	Elected Official/Department Director	
Human Services	Doug Washburn	

Contract Information			
Contract Number	**Date Original Contract or Amendment Approved**	**Amount of Original Contract Amendment**	**Total Amount of Amended Contract**
KC-432-19	9/9/2019	Fee-for-service	
KC-432-19-A	Pending	Fee-for-Service	

Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION

1. Contractor: Agape Unlimited
2. Purpose: Updates the Statement of Work and Budget.
3. Contract Amount: Fee-for-Service | Disburse: X | Receive:
4. Contract Term: January 1, 2020 – December 31, 2020
5. Contract Administrator: Stephanie Lewis | Phone: 337-4422

Approved: Richard VanCleave | **Date:** 4/11/2020
Department Director

B. AUDITOR – ACCOUNTING INFORMATION

1. Contract Control Number: KC-432-19-A
2. Fund Name: Mental Health
3. Payment from-Revenue to CC/Account Number: 1971.5415
4. **Encumbered By:** Dave Schureman | **Date:** 4/11/2020

C. AUDITOR'S ACCOUNTING – GRANTS REVIEW
Signature required only if contract is grant funded

1. [X] Approved [ ] Not Approved
Reviewer Dave Schureman | **Date** 4/11/2020
2. Comments:

D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW

1. [X] Approved [ ] Not Approved
Reviewer Anastasia Johnson | **Date** 4/15/2020
2. Comments: Amendment Only

E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW
Signature required only if contract is for $50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)

1. [X] Approved [ ] Not Approved
Reviewer Aimée Campbell | **Date** 04/11/2020
2. Comments:

G. PROSECUTING ATTORNEY

1. [X] Approved as to Form [ ] Not Approved as to Form
Reviewer Alan L. Miles | **Date** 2020-04-13
2. Comments:

H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.
(For contract signing authority, see KCC 3.56.075)

Contract Administrator: **Stephanie Lewis** **Date** **4/9/2020**

Date Approved by Authorized Contract Signer: **Date**

RETURN SIGNED ORIGINALS TO: Melynda Phelps @ MS-23

CONTRACT AMENDMENT
A

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and Agape Unlimited, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-432-19, and executed on September 9, 2019, shall be amended as follows:

1. **Attachment B: Statement of Work** is deleted entirely and replaced as attached.

2. **Attachment C: Budget** is deleted entirely and replaced as attached.

3. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

   Program Lead, Salish Behavioral Health Administrative Services Organization
   Kitsap County Department of Human Services
   614 Division Street, MS-23
   Port Orchard, WA 98366

   Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

4. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective January 1, 2020.

Dated this ___ day of _____ , 2020.

SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, By KITSAP COUNTY BOARD OF COMMISSIONERS, Its Administrative Entity

_____
Charlotte Garrido, Chair

_____
Robert Gelder, Commissioner

_____
Edward E. Wolfe, Commissioner

DATE _____

ATTEST

_____
Dana Daniels, Clerk of the Board

CONTRACTOR:
Agape Unlimited

_____
Name: Sara Marez-Fields
Title: Executive Director

I attest that I have the authority to sign this contract on behalf of Agape Unlimited.

4/15/2020
_____
DATE

Statement of Work comprised of Health Care Authority Revenue contract with Salish BH-ASO.

Washington State Health Care Authority	**WASHINGTON BEHAVIORAL HEALTH – ADMINISTRATIVE SERVICES ORGANIZATION CONTRACT**	HCA Contract Number: XXX

TABLE OF CONTENTS

1 DEFINITIONS (INCLUDED IN SPECIAL TERMS AND CONDITIONS)

2 GENERAL TERMS AND CONDITIONS

2.1 **N/A**

2.2 N/A

2.3 N/A

2.4 **Compliance with Applicable Law**

In the provision of services under this Contract, the Contractor and its Subcontractors shall comply with all applicable federal, State and local laws and Regulations, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable State or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations.

A provision of this Contract that is stricter than such laws or Regulations will not be deemed a conflict. Applicable laws and Regulations include, but are not limited to:

2.4.1 Title XIX and Title XXI of the Social Security Act.

2.4.2 Title VI of the Civil Rights Act of 1964.

2.4.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities.

2.4.4 The Age Discrimination Act of 1975.

2.4.5 The Rehabilitation Act of 1973.

2.4.6 The Budget Deficit Reduction Act of 2005.

2.4.7 The Washington Medicaid False Claims Act and Federal False Claims Act (FCA).

2.4.8 The Health Insurance Portability and Accountability Act (HIPAA).

2.4.9 The American Recovery and Reinvestment Act (ARRA).

2.4.10 The Patient Protection and Affordable Care Act (PPACA or ACA).

2.4.11 The Health Care and Education Reconciliation Act.

2.4.12 The Mental Health Parity and Addiction Equity Act (MHPAEA) and final rule.

2.4.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.

2.4.14 42 C.F.R. Subchapter A, Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Records.

2.4.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.

2.4.16 45 C.F.R. 96 Block Grants.

2.4.17 45 C.F.R. 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.

2.4.18 Chapter 70.02 RCW Medical Records – Health Care Information Access and Disclosure.

2.4.19 Chapter 71.05 RCW Mental Illness.

2.4.20 Chapter 71.24 RCW Community Mental Health Services Act.

2.4.21 Chapter 71.34 RCW Mental Health Services for Minors.

2.4.22 Chapter 246-341 WAC.

2.4.23 Chapter 43.20A RCW Department of Social and Health Services.

2.4.24 Senate Bill 6312 (Chapter 225. Laws of 2014) State Purchasing of Mental Health and Chemical Dependency Treatment Services.

2.4.25 All federal and State professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract, including but not limited to:

2.4.25.1 All applicable standards, orders, or requirements issued under Section 306 of the Clean Water Act (33 US 1368), Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.

2.4.25.2 Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the Federal Energy Policy and Conservation Act.

2.4.25.3 Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).

2.4.25.4 Those specified in Title 18 RCW for professional licensing.

2.4.26 Industrial Insurance – Title 51 RCW.

2.4.27 Reporting of abuse as required by RCW 26.44.030.

2.4.28 Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2.

2.4.29 EEO Provisions.

2.4.30 Copeland Anti-Kickback Act.

2.4.31 Davis-Bacon Act.

2.4.32 Byrd Anti-Lobbying Amendment.

2.4.33 All federal and State nondiscrimination laws and Regulations.

2.4.34 Americans with Disabilities Act: The Contractor shall make reasonable accommodation for Individuals with disabilities, in accord with the Americans with Disabilities Act, for all Contracted Services and shall assure physical and communication barriers shall not inhibit Individuals with disabilities from obtaining Contracted Services.

2.4.35 Any other requirements associated with the receipt of federal funds.

2.4.36 Any services provided to an Individual enrolled in Medicaid are subject to applicable Medicaid rules.

2.5 Covenant Against Contingent Fees

The Contractor certifies that no person or selling agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA shall have the right, in the event of breach of this clause by the Contractor, to terminate this Contract or, in its discretion, to deduct from amounts due the Contractor under the Contract recover by other means the full amount of any such commission, percentage, brokerage or contingent fee.

2.6 Data Use, Security, and Confidentiality

Exhibit O, Data Use, Security, and Confidentiality, sets out Contractor's obligations for compliance with Data security and confidentiality terms.

2.7 N/A

2.8 N/A

2.9 N/A

2.10 N/A

2.11 N/A

2.12 N/A

2.13 N/A

2.14 **Inspection**

2.14.1 The Contractor and its Subcontractors shall cooperate with all audits and investigations performed by duly authorized representatives of the state of Washington, HCA and Washington State Medicaid Fraud Control Division (MFCD), as well as the federal DHHS, auditors from the federal Government Accountability Office, federal Office of the Inspector General and federal Office of Management and Budget.

2.14.2 The Contractor and its Subcontractors shall provide access to their facilities and the records documenting the performance of this Contract, for purpose of audits, investigations, and for the identification and recovery of overpayments within thirty (30) calendar days, and access to its facilities and the records pertinent to this Contract to monitor and evaluate performance under this Contract, including, but not limited to, claims payment and the quality, cost, use, health and safety and timeliness of services, provider Network Adequacy, including panel capacity or willingness to accept new patients, and assessment of the Contractor's capacity to bear the potential financial losses.

2.14.3 The Contractor and its Subcontractors shall provide immediate access to facilities and records pertinent to this Contract for state or federal Fraud investigators.

2.15 **Insurance**

2.16 **Records**

The Contractor and its Subcontractors shall maintain all financial, medical and other records pertinent to this Contract. All financial records shall follow generally accepted accounting principles. Other records shall be maintained as necessary to clearly reflect all actions taken by the Contractor related to this Contract.

2.16.2 All records and reports relating to this Contract shall be retained by the Contractor and its Subcontractors for a minimum of ten (10) years after final payment is made under this Contract. When an audit, litigation, or other action involving records is initiated prior to the end of said period, records shall be maintained for a minimum of ten (10) years following resolution of such action.

2.16.3 The Contractor acknowledges the HCA is subject to the Public Records Act (Chapter 42.56 RCW). This Contract shall be a "public record" as defined in Chapter 42.56 RCW. Any documents submitted to HCA by the Contractor may also be construed as "public records" and therefore subject to public disclosure.

2.17 N/A

2.18 N/A

2.19 N/A

2.20 N/A

2.21 N/A

2.22 N/A

2.23 N/A

2.24 Health and Safety

The Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any HCA client with whom the Contractor has contact.

2.25 N/A

2.26 N/A

2.27 N/A

2.28 N/A

2.29 N/A

2.30 N/A

2.31 N/A

2.32 N/A

2.33 N/A

2.34 **Conflict of Interest Safeguards**

The Contractor shall have conflict of interest safeguards that, at a minimum, are equivalent to conflict of interest safeguards imposed by federal law on parties involved in public Contracting (42 C.F.R. 438.58).

2.35 N/A

2.36 N/A

2.37 N/A

2.38 N/A

2.39 N/A

2.40 N/A

2.41 **Administrative Simplification**

The Contractor shall comply with the requirements of RCW 70.14.155 and Chapter 48.165 RCW.

2.41.1 To maximize understanding, communication, and administrative economy among all Contractors, their Subcontractors, governmental entities, and Individuals, Contractor shall use and follow the most recent updated versions of:

2.41.1.1 Current Procedural Terminology (CPT).

2.41.1.2 International Classification of Diseases (ICD).

2.41.1.3 Healthcare Common Procedure Coding System (HCPCS).

2.41.1.4 The Diagnostic and Statistical Manual of Mental Disorders.

2.41.1.5 National Council for Prescription Drug Programs (NCPDP) Telecommunication Standard D.O.

2.41.1.6 Medi-Span® Master Drug Data Base or other nationally recognized drug data base with approval by HCA.

2.41.2 The Contractor must follow National Correct Coding Initiative (NCCI) policies to control improper coding that leads to inappropriate payments. The Contractor must incorporate compatible NCCI methodologies in its payment systems for processing claims. The NCCI editing should occur in addition to current procedure code review and editing by the Contractor's claims payment systems.

2.41.3 In lieu of the most recent versions, Contractor may request an exception. HCA's consent thereto will not be unreasonably withheld.

2.41.4 Contractor may set its own conversion factor(s), including special code-specific or group-specific conversion factors, as it deems appropriate.

3 MATERIALS AND INFORMATION REQUIREMENTS

3.1 N/A

3.2 Information Requirements for Individuals

3.2.1 Upon an Individual's request, the Contractor shall provide all relevant licensure, certification and accreditation status and information for any contracted provider.

3.3 Equal Access for Individuals with Communication Barriers

The Contractor shall assure equal access for all Individuals when oral or written language creates a barrier to such access.

3.3.1 Oral Information:

3.3.1.1 The Contractor shall assure interpreter services are provided free of charge for Individuals with a preferred language other than English. This includes the provision of interpreters for Individuals who are Deaf, DeafBlind, or Hard of Hearing. This includes oral interpretation Sign Language (SL), and the use of Auxiliary Aids and Services as defined in this Contract (42 F.F.R. § 438.10(d)(4)). Interpreter services shall be provided for all interactions between such Individuals and the Contractor or any of its providers including, but not limited to:

3.3.1.1.1 Customer service;

3.3.1.1.2 All appointments with any provider for any covered service; and

3.3.1.1.3 All steps necessary to file Grievances and Appeals.

3.3.2 Written Information:

3.3.2.1 The Contractor shall provide all generally available and Individual-specific written materials in a language and format which may be understood by each Individual in each of the prevalent languages that are spoken by 5 percent or more of the population of the RSA based on information obtained from HCA.

3.3.2.2 For Individuals whose preferred language has not been translated as required in this Section, the Contractor may meet the requirement of this section by doing any one of the following:

3.3.2.2.1 Translating the material into the Individual's preferred reading language;

3.3.2.2.2 Providing the material in an audio format in the Individual's preferred language;

3.3.2.2.3 Having an interpreter read the material to the Individual in the Individual's preferred language;

3.3.2.2.4 Providing the material in another alternative medium or format acceptable to the Individual. The Contractor shall document the Individual's acceptance of the material in an alternative medium or format; or

3.3.2.2.5 Providing the material in English, if the Contractor documents the Individual's preference for receiving material in English.

3.3.3 The Contractor shall ensure that all written information provided to Individuals is accurate, is not misleading, is comprehensible to its intended audience, is designed to provide the greatest degree of understanding, is written at the sixth (6^{th}) grade reading level, and fulfills other requirements of the Contract as may be applicable to the materials.

3.3.4 HCA may make exceptions to the sixth (6^{th}) grade reading level when, in the sole judgment of HCA, the nature of the materials do not allow for a sixth (6^{th}) grade reading level or the Individual's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth (6^{th}) grade reading level must be in writing.

3.3.5 Educational materials about topics or other information used by the Contractor for health promotion efforts must be submitted to HCA, but do not require HCA approval as long as they do not specifically mention the Contracted Services.

3.3.6 Educational materials that are not developed by the Contractor or by the Contractor's Subcontractors are not required to meet the sixth (6^{th}) grade reading level requirement and do not require HCA approval.

3.3.7 For Individual-specific written materials, the Contractor may use templates that have been pre-approved in writing by HCA. The Contractor must provide HCA with a copy of all approved materials in final form.

4 SERVICE AREA AND INDIVIDUAL ELIGIBILITY

4.1 N/A

4.2 N/A

4.3 N/A

5 PAYMENT AND SANCTIONS

5.1 N/A

5.2 N/A

5.3 N/A

5.4 N/A

5.5 N/A

5.6 **Mental Health Payer**

The Contractor shall follow the rules for payer of responsibility set forth in the table labelled "How do providers identify the correct payer?" in the Apple Health Mental Health Services Billing Guide.

6 ACCESS TO CARE AND PROVIDER NETWORK

6.1 N/A

6.2 **Priority Population Considerations**

6.2.1 In establishing, maintaining, monitoring and reporting of its network, the Contractor must consider the following:

6.2.1.1 The expected utilization of services, the characteristics and health care needs of the population, the number and types of providers (training, experience and

specialization) able to furnish services, and the geographic location of providers and Individuals (including distance, travel time, means of transportation ordinarily used by Individuals, and whether the location is ADA accessible) for all Contractor funded behavioral health programs and services based on Available Resources.

6.2.1.2 The anticipated needs of priority populations identified in this Contract.

6.2.2 The Contractor and its Subcontractors shall:

6.2.2.1 Ensure that all services and activities provided under this Contract shall be designed and delivered in a manner sensitive to the needs of the diverse population;

6.2.2.2 Initiate actions to develop or improve access, retention, and cultural relevance of treatment, relapse prevention or other appropriate services, for ethnic minorities and other diverse populations in need of services under this Contract as identified in their needs assessment.

6.3 **Hours of Operation for Network Providers**

The Contractor shall require that providers offer hours of operation for Individuals that are no less than the hours of operation offered to any other patient.

6.4 N/A

6.5 **Priority Populations and Waiting Lists**

The Contractor shall comply with the following requirements:

6.5.1 For SABG services:

6.5.1.1 SABG services shall be provided in the following priority order to:

6.5.1.1.1 Pregnant Individuals injecting drugs.

6.5.1.1.2 Pregnant Individuals with Substance Use Disorder.

6.5.1.1.3 Women with dependent children.

6.5.1.1.4 Injecting drug users.

6.5.1.2 The following are additional priority populations for SABG services, in no particular order:

6.5.1.2.1 Postpartum women up to one (1) year, regardless of pregnancy outcome).

6.5.1.2.2 Patients transitioning from residential care to outpatient care.

6.5.1.2.3 Youth.

6.5.1.2.4 Offenders.

6.5.2 The Contractor will implement protocols for maintaining Waiting Lists and providing Interim Services for members of SABG priority populations, who are eligible but for whom SUD treatment services are not available due to limitations in provider capacity or Available Resources.

6.6 **Access to SABG Services**

6.6.1 The Contractor shall, within Available Resources, ensure that SABG services are not denied to any eligible Individuals regardless of:

6.6.1.1 The Individual's drug(s) of choice.

6.6.1.2 The fact that an Individual is taking medically-prescribed medications.

6.6.1.3 The fact that an Individual is using over the counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen.

6.6.2 The Contractor shall, as required by the SABG Block Grant, ensure Interim Services are provided for Pregnant and Post-partum Women and Individuals Using Intravenous Drugs.

6.6.2.1 Interim Services shall be made available within forty-eight (48) hours of seeking treatment. The Contractor shall document the provision of Interim Services. Interim Services shall include, at a minimum:

6.6.2.1.1 Counseling on the effects of alcohol and drug use on the fetus for pregnant women.

6.6.2.1.2 Referral for prenatal care.

6.6.2.1.3 Human immunodeficiency virus (HIV) and tuberculosis (TB) education.

6.6.2.2 TB treatment services if necessary IUID.

6.6.2.3 Admission to treatment services for the intravenous drug user shall be provided within fourteen (14) days after the Individual makes the request, regardless of funding source.

6.6.2.4 If there is no treatment capacity within fourteen (14) days of the initial Individual request, offer or refer the Individual to Interim Services within forty- eight (48) hours of the initial request for treatment services.

6.6.3 A pregnant Individual who is unable to access residential treatment due to lack of capacity and is in need of withdrawal management, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours.

6.6.4 Capacity Management (42 U.S.C. 300-23 and 42 U.S.C. 300X 27) N/A

6.6.5 Tuberculosis Screening, Testing and Referral (42 U.S.C. 300x-24(a) and 45 C.F.R. § 96.127)

The Contractor must directly or through arrangement with other public entities, make tuberculosis services available to each Individual receiving SABG-funded SUD treatment. The services must include tuberculosis counseling, testing, and provide for or refer Individuals with tuberculosis for appropriate medical evaluation and treatment.

6.6.5.2 When an Individual is denied admission to the tuberculosis program because of the lack of capacity, the Contractor will refer the Individual to another provider of tuberculosis services.

6.6.5.3 The Contractor must conduct case management activities to ensure the Individual

receives tuberculosis services.

6.6.6 Outreach to Individuals Using Intravenous Drugs (IUID)

6.6.6.1 The Contractor shall ensure that Opiate Dependency Outreach is provided to IUID. (45 C.F.R. 96.126)(e)).

7 QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

7.1 Quality Management Program

7.1.1 The Contractor shall ensure its Quality Management (QM) program addresses GFS/FBG requirements according to this Contract and meets Crisis Services Performance Measures, described in this Contract and Exhibit F, Federal Block Grant Annual Progress Report. It shall be the obligation of the Contractor to remain current with all GFS/FBG requirements.

7.1.2 N/A.

7.2 Quality Review Activities

7.2.1 The HCA, Office of the State Auditor, or any of their duly-authorized representatives, may conduct announced and unannounced:

7.2.1.1 Surveys, audits, and reviews of compliance with licensing and certification requirements and the terms of this Contract.

7.2.1.2 Audits regarding the quality, appropriateness, and timeliness of behavioral health services provided under this Contract.

7.2.1.3 Audits and inspections of financial records.

7.2.2 The Contractor shall participate with HCA in Quality Review activities. Participation will include at a minimum:

7.2.2.1 The submission of requested materials necessary for an HCA initiated review within thirty (30) calendar days of the request.

7.2.2.2 The completion of site visit protocols provided by HCA.

7.2.2.3 Assistance in scheduling interviews and agency visits required for the completion of the review.

7.2.3 The Contractor shall notify HCA immediately when any entity other than the State Auditor gives notice of an audit related to any activity contained in this Contract.

7.3 Performance-Measurement Reporting N/A

7.4 Critical Incident Reporting

The Contractor shall communicate with the appropriate MCO when the Contractor becomes aware of an incident for a Medicaid Enrollee.

7.4.1 The Contractor shall establish a Critical Incident Management System consistent with all applicable laws and shall include policies and procedures for identification of incidents, reporting protocols and oversight responsibilities. The Contractor shall designate a Critical Incident Manager

responsible for administering the Incident Management System and ensuring compliance with the requirements of this Section.

7.4.2 Individual Critical Incident Reporting

7.4.2.1 The Contractor shall submit an Individual Critical Incident report for the following incidents that occur:

7.4.2.1.1 To an Individual receiving BH-ASO funded services, and occurred within a contracted behavioral health facility (inpatient psychiatric, behavioral health agencies), FQHC, or by independent behavioral health provider.

7.4.2.1.1.1 Abuse, neglect, or sexual/financial exploitation; and

7.4.2.1.1.2 Death.

7.4.2.1.2 By an Individual receiving BH-ASO funded services, with a behavioral health diagnosis, or history of behavioral health treatment within the previous 365 days. Acts allegedly committed, to include:

7.4.2.1.2.1 Homicide or attempted homicide;

7.4.2.1.2.2 Arson;

7.4.2.1.2.3 Assault or action resulting in serious bodily harm which has the potential to cause prolonged disability or death;

7.4.2.1.2.4 Kidnapping; and

7.4.2.1.2.5 Sexual assault.

7.4.2.1.3 Unauthorized leave from a behavioral health facility during an involuntary detention, when funded by the BH-ASO.

7.4.2.1.4 Any event involving an Individual that has attracted or is likely to attract media coverage, when funded by the BH-ASO. (Contractor shall include the link to the source of the media, as available).

7.4.2.2 The Contractor shall report critical incidents within one (1) Business Day of becoming aware of the incident and shall report incidents that have occurred within the last thirty (30) calendar days, with the exception of incidents that have resulted in or are likely to attract media coverage. Media related incidents should be reported to HCA as soon as possible, not to exceed one (1) Business Day.

7.4.2.2.1 The Contractor shall enter the initial report, follow- up, and actions taken into the HCA Incident Reporting System https://fortress.wa.gov/hca/ics/, using the report template within the system.

7.4.2.2.2 If the system is unavailable the Contractor shall report Critical Incidents to HCABHASO@hca.wa.gov.

7.4.2.2.2.1 HCA may ask for additional information as required for further research and reporting.

7.4.3 Population Based Reporting N/A

7.5 N/A

7.6 **Health Information Systems**

The Contractor shall establish and maintain, and shall require Subcontractors to maintain, a health information system that complies with the requirements of OCIO Security Standard 141.10, and the Data, Security and Confidentiality Exhibit, and provides the information necessary to meet the Contractor's obligations under this Contract. OCIO Security Standards are available at: https://ocio.wa.gov.

The Contractor shall have in place mechanisms to verify the health information received from Subcontractors. The Contractor shall:

7.6.1 Collect, analyze, integrate, and report data. The system must provide information on areas including, but not limited to utilization, and fund availability by service type and fund source.

7.6.2 Ensure data received from providers is accurate and complete by:

7.6.2.1 Verifying the accuracy and timeliness of reported data;

7.6.2.2 Screening the data for completeness, logic and consistency; and

7.6.2.3 Collecting service information on standardized formats to the extent feasible and appropriate.

7.6.3 Make all collected data available to HCA upon request, to the extent permitted by the HIPAA Privacy Rule (45 C.F.R. Part 160 and Subparts A and E of Part 164 and RCW 70.02.005).

7.6.4 Establish and maintain protocols to support timely and accurate data exchange with any Subcontractor that will perform any delegated functions under the Contract. Adding information to the portal shall not be a barrier to providing a necessary Crisis Service.

7.6.5 Establish and maintain web-based portals with appropriate security features that allow referrals, requests for prior authorizations, claims/encounters submission, and claims/encounters status updates.

7.6.6 Have information systems that enable paperless submission, automated processing, and status updates for prior authorization and other utilization management related requests.

7.6.7 Maintain behavioral health content on a website that meets the following minimum requirements.

7.6.7.1 Public and secure access via multi-level portals for providing web-based training, standard reporting, and data access for the effective management and evaluation of the performance of the Contract and the service delivery system as described under this Contract.

7.6.7.2 The Contractor shall organize the website to allow for easy access of information by Individuals, family members, network providers, stakeholders and the public in compliance with the Americans with Disabilities Act. The Contractor shall include on its website, at a minimum, the following information or links:

7.6.7.2.1 Hours of operations;

7.6.7.2.2 How to access information on Contracted Services and toll-free crisis telephone numbers;

7.6.7.2.3 Telecommunications device for the deaf/text telephone numbers;

7.6.7.2.4 Information on the right to choose a qualified behavioral health service provider, when available and medically necessary; and

7.6.7.2.5 An overview of the range of behavioral health services being provided.

7.7 Required Reporting for Behavioral Health Services

7.7.1 The Contractor's disclosure of individually identifiable information is authorized by law. This includes 42 C.F.R. § 2.53, authorizing disclosure of patient records for purposes of Medicaid evaluation.

7.7.2 The Contractor must comply with behavioral health reporting requirements, including Service Encounter Reporting Instructions (SERI). Beginning October 1, 2020, the Contractor must begin reporting of Behavioral Health Supplemental Transactions using the Behavioral Health Supplemental Transaction Guide. The first report must include data going back to January 1, 2020. A test batch must be sent no later than September 1, 2020. Reporting includes encounters and Behavioral Health Supplemental Transactions documenting services paid for by the Contractor and delivered to Individuals during a specified reporting period.

7.7.3 Behavioral Health Supplemental Transaction Data Submission and Error Correction

7.7.3.1 The Contractor must submit Behavioral Health Supplemental Transactions about Individuals to the Behavioral Health Data System within thirty (30) calendar days of collection or receipt from subcontracted providers.

7.7.3.2 Upon receipt of data submitted, the Behavioral Health Data System generates error reports. The Contractor must have documented policies and procedures to assure that data submitted and rejected due to errors are corrected and resubmitted within thirty (30) calendar days.

7.7.3.3 The Contractor must implement changes documented in any updated version of the Behavioral Health Supplemental Transaction Guide within one hundred twenty (120) calendar days from the date published.

7.7.3.3.1 In the event that shorter timelines for implementation of changes under this section are required or necessitated by either a court order or agreement resulting from a lawsuit

or legislative action, HCA will provide notice of the impending changes and specification for the changes as soon as they are available. The Contractor will implement the changes required by the timeline established in the court order, legal agreement, or legislative action.

7.7.3.4 The Contractor must send at least one test batch of data containing the required changes. The test batch must be received no later than fifteen (15) calendar days prior to the implementation date.

7.7.3.4.1 The test batch must include one hundred (100) transactions that include information effected by the change.

7.7.3.4.2 The processed test batch must result in at least 80 percent successfully posted transactions or an additional test batch is required.

7.7.3.5 The Contractor must respond to requests from HCA for behavioral health information not previously reported in a timeframe determined by HCA that will allow for a timely response to inquiries from CMS, SAMHSA, the legislature, and other parties.

7.7.4 The Contractor shall continue to report to HCA data related to ITA investigations and detentions under Chapter 71.05 and 71.34 RCW within 24 hours.

7.8 N/A

8 N/A

9 SUBCONTRACTS

9.1 **Contractor Remains Legally Responsible**

No Subcontract shall terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions or responsibilities it delegates to any Subcontractor.

9.2 **Provider Nondiscrimination**

9.2.1 The Contractor shall not discriminate, with respect to participation, reimbursement, or indemnification, against providers practicing within their licensed scope of practice solely on the basis of the type of license or certification they hold, however, the Contractor is free to establish criteria and/or standards for providers' inclusion in a network of providers based on their specialties.

9.2.2 If the Contractor declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision.

9.2.3 The Contractor's policies and procedures on provider selection and retention shall not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment.

9.2.4 Consistent with the Contractor's responsibilities to Individuals, this section does not:

9.2.4.1 Require the Contractor to contract with providers beyond the number necessary to meet the behavioral health requirements under the Contract.

9.2.4.2 Preclude the Contractor from using different reimbursement amounts for different specialties or for different providers in the same specialty.

9.2.4.3 Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs.

9.3 Required Provisions

9.3.1 Subcontracts shall be in writing, and available to HCA upon request. All Subcontracts shall contain the following provisions in addition to applicable provisions contained in this Contract:

9.3.1.1 Identification of the parties of the Subcontract and their legal basis for operation in the state of Washington.

9.3.1.2 The process for revoking delegation or imposing other sanctions if the Subcontractor's performance is inadequate.

9.3.1.3 Procedures and specific criteria for terminating the Subcontract.

9.3.1.4 Identification of the services to be performed by the Subcontractor and which of those services may be subcontracted by the Subcontractor. If the Contractor allows the Subcontractor to further subcontract, all Subcontractor requirements contained in this Contract must be propagated downward into any other lower tiered Subcontracts (45 C.F.R. 92.35).

9.3.1.5 Reimbursement rates and procedures for services provided under the Subcontract, including the use of the Contractor's own fee schedule for all services provided, other than for psychiatric inpatient services provided in a community hospital.

9.3.1.6 Release to the Contractor of any information necessary to perform any of its obligations under this Contract.

9.3.1.7 Reasonable access to facilities, and financial and medical records for duly authorized representatives of HCA or DOH for audit purposes and immediate access for Medicaid Fraud investigators.

9.3.1.8 The requirement to submit complete and accurate reports and data required under the Contract, including encounter data that complies with HCA Service Encounter Reporting Instructions (SERI) Guide, HCA Encounter Data Reporting Guide (EDRG), and Behavioral Health Supplemental Transactions that complies with the Behavioral Health Supplemental Transaction Data Guide, to the Contractor. The Contractor shall ensure that all Subcontractors required to report encounter and Behavioral Health Supplemental Transactions data have the capacity to submit all HCA required data to enable the Contractor to meet the requirements under the Contract.

9.3.1.9 The requirement to comply with the Program Integrity requirements of this Contract and the Contractor's HCA approved Program Integrity policies and procedures.

9.3.1.10 The requirement to refer potential allegations of Fraud to HCA and the MFCD as

described in Subsection 12 of this Contract.

9.3.1.11 A requirement to comply with the applicable state and federal statutes, rules and Regulations as set forth in this Contract.

9.3.1.12 A requirement to comply with any term or condition of this Contract that is applicable to the services to be performed under the Subcontract.

9.3.2 The Contractor shall provide the following information regarding the Grievance and Appeal System for GFS/FBG funded Contracted Services to all Subcontractors:

9.3.2.1 The toll-free numbers to file oral Grievances and Appeals.

9.3.2.2 The availability of assistance in filing a Grievance or Appeal.

9.3.2.3 The Individual's right to file Grievances and Appeals and their requirements and timeframes for filing.

9.3.2.4 The Individual's right to an Administrative Hearing, how to obtain an Administrative Hearing and representation rules at an Administrative Hearing.

9.3.3 The Contractor may not delegate its responsibility to contract with a provider network. This does not prohibit a contracted, licensed provider from subcontracting with other appropriately licensed providers so long as the subcontracting provisions of this Contract are met.

9.3.4 The responsibilities found in the Quality Management Section in this Contract may not be delegated to a contracted network Behavioral Health Agency.

9.3.5 HCA may place limits on delegating financial risk to any Subcontractor in any amount, and is subject to review and approval by HCA.

9.4 Management of Subcontracts

9.4.1 The Contractor shall monitor the Subcontractor's performance on an ongoing basis and subject to formal review according to HCA, consistent with industry standards or state law and Regulation.

9.4.1.1 The review shall be based on the specific delegation agreement with each Subcontractor, and shall address compliance with Contract requirements for each delegated function including, but not limited to:

9.4.1.1.1 Documentation and appropriateness of medical necessity determinations.

9.4.1.1.2 Patient record reviews to ensure services are appropriate based on diagnosis, and the treatment plan is based on the patient's needs and progress notes support the use of each service.

9.4.1.1.3 Timeliness of service.

9.4.1.1.4 Cultural, ethnic, linguistic, disability or age related needs are addressed.

9.4.1.1.5 Coordination with other service providers.

9.4.1.1.6 Provider adherence to relevant practice guidelines.

9.4.1.1.7 Provider processes for reporting, tracking, and resolving Grievances.

9.4.1.1.8 Provider compliance with reporting and managing critical incidents.

9.4.1.1.9 Information security.

9.4.1.1.10 Disaster recovery plans.

9.4.1.1.11 Fiscal management, including documenting the provider's cost allocations, revenues, and expenditures in order to ensure that funds under this Contract are being spent. A fiscal review shall be conducted at least annually of Subcontractors receiving FBG funds, regardless of reimbursement methodology, to ensure expenditures are accounted for by revenue source, no expenditures were made for items identified as prohibited in the Payment and Sanctions Section of this Contract, expenditures are made only for the purposes stated in this Contract and that services were actually provided.

9.4.1.1.12 Oversight of any issues noted during licensing and/or certification reviews conducted by DOH and communicated to the Contractor.

9.4.2 The Contractor shall evaluate any prospective Subcontractor's ability to perform the activities for which that Subcontractor is contracting, including the Subcontractor's ability to perform delegated activities described in the Subcontracting document.

9.4.3 FBG funds may not be used to pay for services provided prior to the execution of Subcontracts, or to pay in advance of service delivery.

9.4.4 The Contractor shall not provide GFS or FBG funds to a county, unless a county is a licensed service provider and is providing direct services.

9.5 Provider Subcontracts

The Contractor's Subcontracts shall contain the following provisions:

9.5.1 A statement that Subcontractors receiving GFS or FBG funds shall cooperate with the Contractor or HCA-sponsored Quality Improvement (QI) activities.

9.5.2 A means to keep records necessary to adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.

9.5.3 For providers, a requirement to provide discharge planning services which shall, at a minimum:

9.5.3.1 Coordinate a community-based discharge plan for each Individual served under this Contract beginning at intake. Discharge planning shall apply to all Individuals regardless of length of stay or whether they complete treatment.

9.5.3.2 Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring entity. Contact with the referral agency shall be made within the first week of residential treatment.

9.5.3.3 Establish referral relationships with assessment entities, outpatient providers, vocational or employment services, and courts which specify aftercare expectations and services, including procedure for involvement of entities making referrals in treatment activities;

9.5.3.4 Coordinate, as needed, with DBHR prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the DCYF, and the DSHS Economic Services Administration including Community Service Offices (CSOs).

9.5.3.5 Coordinate services to financially-eligible Individuals who are in need of medical services.

9.5.4 A requirement that residential treatment providers ensure that priority admission is given to the populations identified in this contract.

9.5.5 Requirements for information and data sharing to support Care Coordination consistent with this Contract.

9.5.6 A requirement to implement a Grievance Process that complies with WAC 182-538C-110 and as described in the Grievance and Appeal System Section of this Contract.

9.5.7 A requirement that termination of a Subcontract shall not be grounds for an Appeal, Administrative Hearing, or a Grievance for the Individual if similar services are immediately available in the service area.

9.5.8 Requirements for how Individuals will be informed of their right to a Grievance or Appeal in the case of:

9.5.8.1 Denial or termination of service related to medical necessity determinations.

9.5.8.2 Failure to act upon a request for services with reasonable promptness.

9.5.9 A requirement that the Subcontractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives).

9.5.10 A requirement to provide Individuals access to translated information and interpreter services as described in the Materials and Information Section of this Contract.

9.5.11 A requirement for adherence to established protocols for determining eligibility for services consistent with this Contract.

9.5.12 A requirement to use the Integrated Co-Occurring Disorder Screening Tool (GAIN-SS found at https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/gain-ss). The

Contractor shall include requirements for training staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement as well as requirements for corrective action if the process is not implemented and maintained throughout the Contract's period of performance.

9.5.13 A requirement for subcontracted staff to participate in training when requested by HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them.

9.5.14 A requirement to conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in Chapter 43.43 RCW and, Chapter 246-341 WAC.

9.5.15 Requirements for nondiscrimination in employment and Individual services.

9.5.16 Protocols for screening for Debarment and suspension of certification.

9.5.17 Requirements to identify funding sources consistent with the Payments and Sanctions Section of this Contract, FBG reporting requirements and the rules for payer responsibility found in the table "How do providers identify the correct payer" within the Apple Health Mental Health Services Billing Guide.

9.5.18 A requirement to participate in the peer review process when requested by HCA. (42 U.S.C. 300x-53(a) and 45 C.F.R. 96.136). The MHBG and SABG Block Grant requires an annual peer review by individuals with expertise in the field of drug abuse treatment (for SABG) and individuals with expertise in the field of mental health treatment consisting (for MHBG). At least 5 percent of treatment providers will be reviewed.

9.5.19 The Contractor shall ensure that the Charitable Choice Requirements of 42 C.F.R. Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug abuse treatment providers for funding.

9.5.20 If the Contractor Subcontracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:

9.5.20.1 Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.

9.5.20.2 The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.

9.5.20.3 The FBO shall report to the Contractor all referrals made to alternative providers.

9.5.20.4 The FBO shall provide Individuals with a notice of their rights.

9.5.20.5 The FBO provides Individuals with a summary of services that includes any religious activities.

9.5.20.6 Funds received from the FBO must be segregated in a manner consistent with federal Regulations.

9.5.20.7 No funds may be expended for religious activities.

9.5.21 A requirement that the Subcontractor 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).

9.5.21.1 The Contractor shall report new commitment data within 24 hours. Commitment information under this section does not need to be re-sent if it is already in the possession of HCA. The Contractor and HCA shall be immune from liability related to the sharing of commitment information under this section (RCW 71.05.740).

9.5.22 Delegated activities are documented and agreed upon between Contractor and Subcontractor. The document must include:

9.5.22.1 Assigned responsibilities.

9.5.22.2 Delegated activities.

9.5.22.3 A mechanism for evaluation.

9.5.22.4 Corrective action policy and procedure.

9.5.23 A requirement that information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

9.5.24 The Subcontractor agrees to hold harmless HCA and its employees, and all Individuals served under the terms of this Contract in the event of non-payment by the Contractor. The Subcontractor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of the Subcontractor, its agents, officers, employees or contractors.

9.5.25 A ninety (90) day termination notice provision.

9.5.26 A specific provision for termination with short notice when a Subcontractor is excluded from participation in the Medicaid program.

9.5.27 The Subcontractor agrees to comply with the appointment wait time standards of this Contract. The Subcontract must provide for regular monitoring of timely access and corrective action if the Subcontractor fails to comply with the appointment wait time standards.

9.5.28 A provision for ongoing monitoring and periodic formal review that is consistent with industry standards. Formal review must be completed no less than once every three (3) years, except as noted below, and must identify deficiencies or areas for improvement and provide for corrective action.

9.5.28.1 The Contractor shall conduct a Subcontractor review which shall include at least one (1) onsite visit every two (2) years to each Subcontractor site providing state funded or FBG funded treatment services during the period of performance of this Contract in order to monitor and document compliance with requirements of the Subcontract.

9.5.28.2 The Contractor shall ensure that Subcontractors have complied with data submission requirements established by HCA for all services funded under the Contract.

9.5.28.3 The Contractor shall ensure that the Subcontractor updates patient funding information when the funding source changes.

9.5.28.4 The Contractor shall maintain written or electronic records of all Subcontractor monitoring activities and make them available to HCA upon request.

9.5.28.5 The Contractor shall monitor SUD and Mental Health residential providers.

9.5.29 A statement that Subcontractors shall comply with all applicable required audits including authority to conduct a Facility inspection, and the federal Office of Management and Budget (OMB) Super Circular, 2 C.F.R. 200.501 and 45 C.F.R. 75.501 audits.

9.5.29.1 The Contractor shall submit a copy of the OMB audit performed by the State Auditor to the HCA Contact identified on page one of the Contract within ninety (90) days of receipt by the Contractor of the completed audit.

9.5.29.1.1 If a Subcontractor is subject to OMB Super Circular audit, the Contractor shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements.

9.5.29.1.2 If a Subcontractor is not subject to OMB Super Circular, the Contractor shall perform sub-recipient monitoring in compliance with federal requirements.

9.5.30 The Contractor shall document and confirm in writing all single-case agreements with providers. The agreement shall include:

9.5.30.1 The description of the services;

9.5.30.2 The authorization period for the services, including the begin date and the end date for approved services;

9.5.30.3 The rate of reimbursement for the service or reference to the Contractor's fee schedule or other documents that define payment; and

9.5.30.4 Any other specifics of the negotiated rate.

9.5.31 The Contractor must supply documentation to the Subcontractor no later than five (5) Business Days following the signing of the agreement. Updates to the unique contract, must include all elements (begin date, end date, rate of care or reference to fee schedule and any other specifics regarding the services or payment methods).

9.5.32 The Contractor shall maintain a record of the single-case agreements for a period of six (6) years.

9.6 Federal Block Grant (FBG) Subcontracts and Subcontract Monitoring

9.6.1 N/A

9.6.2 FBG funds may not be used to pay for services provided prior to the execution of Subcontracts, or to pay in advance of service delivery. All Subcontracts and amendments must be in writing and executed by both parties prior to any services being provided.

9.6.3 FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump sum Subcontracts shall be based on reasonable costs.

9.6.4 The Contractor shall retain, on site, all Subcontracts. Upon request by HCA, the Contractor will immediately make available any and all copies, versions, and amendments of Subcontracts.

9.6.5 The Contractor shall submit to HCA Certification in writing that the Subcontractor meets all requirements under the Contract and that the Subcontract contains all required language under the Contract, including any data security, confidentiality, and/or Business Associate language as appropriate.

9.6.6 N/A.

9.6.7 The Contractor shall conduct and/or make arrangements for an annual fiscal review of each Subcontractor receiving FBG funds through fee-for-service, set rate, performance- based or cost reimbursement Subcontracts, and shall provide HCA with documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure that:

9.6.7.1 Expenditures are accounted for by revenue source.

9.6.7.2 No expenditures were made for items identified in the Payment and Sanctions Section of this Contract.

9.6.7.3 Expenditures are made only for the purposes stated in this Contract, and for services that were actually provided.

9.7 Health Care Provider Subcontracts Delegating Administrative Functions

9.7.1 Subcontracts that delegate Administrative Functions under the terms of this Contract shall include the following additional provisions:

9.7.1.1 Clear descriptions of any Administrative Functions delegated by the Contractor in the Subcontract.

9.7.1.2 Provisions for revoking delegation or imposing sanctions if the Subcontractor's performance is inadequate.

9.7.2 The Contractor shall submit a list of all current delegated entities, activities delegated, and the number of Individuals assigned or served by the delegated entity annually by March 31.

9.7.3 A Subcontractor providing Administrative Functions has established a conflict of interest policy that:

9.7.3.1 Requires screening of employees upon hire and board members at the time of initial appointment, and annually thereafter, for conflicts of interests related to performance of services under the Subcontract.

9.7.3.2 Prohibits employees and/or board members from participating in actions which could impact or give the appearance of impacting a personal interest or the interest of any corporate, partnership or association in which the employee or board member is directly or indirectly involved.

9.7.3.3 Prohibits access to information regarding proprietary information for other providers including, but not limited to: reimbursement rates, for any

Subcontractor that provides behavioral health services and administrative services under the Contract.

9.8 N/A

9.9 N/A

9.10 **Coordination of Benefits (COB) and Subrogation of Rights of Third Party Liability**

9.10.1 Coordination of Benefits:

9.10.1.1 The services and benefits available under this Contract shall be secondary to any other coverage.

9.10.1.2 Nothing in this section negates any of the Contractor's responsibilities under this Contract. The Contractor shall:

9.10.1.2.1 Not refuse or reduce services provided under this Contract solely due to the existence of similar benefits provided under any other health care contracts (RCW 48.21.200), except in accord with applicable COB rules in WAC 284-51.

9.10.1.2.2 Attempt to recover any third-party resources available to Individuals and make all records pertaining to COB collections for Individuals available for audit and review.

9.10.1.2.3 Pay claims for Contracted Services when probable third party liability has not been established or the third party benefits are not available to pay a claim at the time it is filed

9.10.1.2.4 Coordinate with out-of-network providers with respect to payment to ensure the cost to Individuals is no greater than it would be if the services were furnished within the network.

9.10.1.2.5 Communicate the requirements of this Section to subcontractors that provide services under the terms of this Contract, and assure compliance with them.

9.10.1.2.6 Ensure subcontracts require the pursuit and reporting of all third party revenue related to services provided under this agreement, including pursuit of Fee-for-Service Medicaid funds provided for AI/AN Individuals who did not opt into managed care.

9.11 **Sliding Fee Schedule**

9.11.1 Subcontracted Providers may develop and implement a sliding fee schedule for Individuals that takes into consideration an Individual's circumstances and ability to pay. If the provider selects to develop a fee schedule, the fee schedule must be reviewed and approved by the Contractor.

9.11.2 In developing sliding fee schedules, providers must comply with the following:

9.11.2.1 Put the sliding fee schedule in writing that is non-discriminatory;

9.11.2.2 Include language in the sliding fee schedule that no Individual shall be denied services due to inability to pay;

9.11.2.3 Provide signage and information to Individuals to educate them on the sliding fee schedule;

9.11.2.4 Protect Individual's privacy in assessing fees;

9.11.2.5 Maintain records to account for each Individual's visit and any charges incurred;

9.11.2.6 Charge Individuals at or below 100 percent of Federal Poverty Level (FPL) a nominal fee or no fee at all;

9.11.2.7 Develop at least three (3) incremental amounts on the sliding fee scale for Individuals between 101 to 220 p e r c e n t FPL.

9.12 Cost Sharing Assistance

9.12.1 The Contractor may use block grant funds to help Individuals satisfy cost-sharing requirements for SABG-authorized SUD services or MHBG-authorized mental health services. The Contractor must ensure that:

9.12.1.1 The provider is a recipient of block grant funds;

9.12.1.2 Cost-sharing is for a block grant authorized service;

9.12.1.3 Payments are in accordance with SABG or MHBG laws and regulations;

9.12.1.4 Cost-sharing payments are made directly to the provider of the service; and

9.12.1.5 A report is provided to HCA upon request that identifies:

9.12.1.5.1 The number of Individuals provided cost-sharing assistance;

9.12.1.5.2 The total dollars paid out for cost-sharing; and

9.12.1.5.3 Providers who received cost-sharing funds.

9.13 Provider Credentialing

The Contractor's policies and procedures shall follow the State's requirements related to the credentialing and re-credentialing of Health Care Professionals who have signed contracts or participation agreements with the Contractor (Chapter 246-12 WAC).

9.13.1 The Contractor's policies and procedures shall ensure compliance with requirements described in this section.

9.13.1.1 The Contractor shall verify that all Subcontractors meet the licensure and certification requirements as established by state and federal statute, administrative code, or as directed in this Contract.

9.13.1.2 The Contractor shall recognize providers operating under the license of a licensed or

certified agency.

9.13.1.3 The Contract shall verify that DCRs are authorized as such by the county authorities.

10 INDIVIDUAL RIGHTS AND PROTECTIONS

10.1 General Requirements

10.1.1 The Contractor shall comply with any applicable federal and state laws that pertain to Individual rights and ensure that its staff and affiliated providers protect and promote those rights when furnishing services to Individuals.

10.1.2 The Contractor and its Subcontractors shall guarantee that each Individual has the following rights:

10.1.2.1 To information regarding the Individual's behavioral health status.

10.1.2.2 To receive all information regarding behavioral health treatment options including any alternative or self-administered treatment, in a culturally-competent manner.

10.1.2.3 To receive information about the risks, benefits, and consequences of behavioral health treatment (including the option of no treatment).

10.1.2.4 To participate in decisions regarding his or her behavioral health care, including the right to refuse treatment and to express preferences about future treatment decisions.

10.1.2.5 To be treated with respect and with due consideration for his or her dignity and privacy.

10.1.2.6 To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

10.1.2.7 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 C.F.R. Part 164.

10.1.2.8 To be free to exercise his or her rights and to ensure that to do so does not adversely affect the way the Contractor treats the Individual.

10.1.3 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, in accordance with Chapter 388-06 WAC.

10.2 N/A

10.3 Cultural Considerations

10.3.1 The Contractor shall participate in and cooperate with HCA efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

10.3.2 At a minimum, the Contractor shall:

10.3.2.1 Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing bases. (CLAS Standard 4);

10.3.2.2 Offer language assistance to Individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);

10.3.2.3 Inform all Individuals of the availability of language assistance services clearly and in their preferred language, verbally, and in writing. (CLAS Standard 6);

10.3.2.4 Ensure the competence of Individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);

10.3.2.5 Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area. (CLAS Standard 8);

10.3.2.6 Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations. (CLAS Standard 9);

10.3.2.7 Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery. (CLAS Standard 11); and

10.3.2.8 Create conflict and Grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS Standard 14).

10.4 **Mental Health Advance Directive (MHAD)**

10.4.1 The Contractor shall maintain a written Mental Health Advance Directive (MHAD) policy and procedure that respects an Individual's Advance Directive. Policy and procedures must comply with Chapter 71.32 RCW.

10.4.2 The Contractor shall inform all Individuals seeking mental health services and Individuals with a history of frequent crisis system utilization of their right to a MHAD and shall provide technical assistance to those who express an interest in developing and maintaining a MHAD.

10.4.3 The Contractor shall maintain current copies of any MHAD in the Individual's records.

10.4.4 The Contractor shall inform Individuals that complaints concerning noncompliance with a MHAD should be referred to the Department of Health.

10.5 N/A

10.6 **Individual Charges for Contracted Services**

10.6.1 Under no circumstances shall the Contractor deny the provision of Crisis Services, E&T services, ITA services, or SUD involuntary commitment services, to an Individual due to the Individual's ability to pay.

10.6.2 Providers may develop and implement a sliding fee schedule for Individuals that takes into consideration an Individual's circumstances and ability to pay. If the provider selects to develop

a fee schedule, the fee schedule must be reviewed and approved by the Contractor. Providers that offer a fee schedule must comply with the requirements in Section 9.11.

10.7 Individual Self-Determination

The Contractor shall ensure that all providers:

10.7.1 Obtain informed consent prior to treatment from Individuals, or persons authorized to consent on behalf of an Individual, as described in RCW 7.70.065;

10.7.2 Comply with the provisions of the Natural Death Act (Chapter 70.122 RCW) and state rules concerning Advance Directives (WAC 182-501-0125); and,

10.7.3 When appropriate, inform Individuals of their right to make anatomical gifts (Chapter 68.64 RCW).

11 UTILIZATION MANAGEMENT PROGRAM AND AUTHORIZATION OF SERVICES

11.1 Utilization Management Requirements

11.1.1 The Contractor's Behavioral Health Medical Director will provide guidance, leadership and oversight of the Contractor's Utilization Management (UM) program for Contracted Services used by Individuals. The following activities may be carried out in conjunction with the administrative staff or other clinical staff, but are the responsibility of the Behavioral Health Medical Director to oversee:

11.1.1.1 Processes for evaluation and referral to services.

11.1.1.2 Review of consistent application of criteria for provision of services within Available Resources and review of related Grievances.

11.1.1.3 Review of assessment and treatment services against clinical practice standards. Clinical practice standards include, but are not limited to evidenced-based practice guidelines, culturally appropriate services, discharge planning guidelines, and activities such as coordination of care.

11.1.1.4 N/A

11.1.1.5 N/A

11.1.2 N/A

11.1.3 The Contractor shall educate UM staff in the application of UM protocols including the criteria used in making UM decisions. UM protocols shall address the cultural needs of diverse populations.

11.1.4 The Contractor shall ensure that all UM staff making service authorization decisions have been trained in working with the specific area of service which they are authorizing and managing.

11.1.5 The Contractor's policies and procedures related to UM shall comply with, and require the compliance of Subcontractors with delegated authority for UM requirements described in this section.

11.1.6 N/A

11.1.7 N/A

11.1.8 The Contractor shall ensure that any behavioral health clinical peer reviewer who is subcontracted or works in a service center other than the Contractor's Washington State service center shall be subject to the same supervisory oversight and quality monitoring as staff located

in the Washington State service center. This includes participation in initial orientation and at least annual training on Washington State specific benefits, protocols and initiatives.

11.1.9 N/A

11.1.10 N/A

11.2 Medical Necessity Determination

The Contractor shall collect all information necessary to make medical necessity determinations. The Contractor shall determine which Contracted Services are medically necessary according to the definition of Medically Necessary Services in this Contract. The Contractor's determination of medical necessity shall be final, except as specifically provided in Section 13 of this Contract.

11.3 Authorization of Services

11.3.1 The Contractor shall provide education and ongoing guidance and training to Individuals and providers about its UM protocols and Level of Care Guidelines, including ASAM Criteria for SUD services for admission, continued stay, and discharge criteria.

11.3.2 N/A

11.3.3 N/A

11.4 N/A

11.5 N/A

11.6 N/A

12 PROGRAM INTEGRITY

12.1 General Requirements

12.1.1 The Contractor shall have and comply with policies and procedures that guide and require the Contractor and the Contractor’s officers, employees, agents, and Subcontractors to comply with Program Integrity requirements.

12.1.2 The Contractor shall include Program Integrity requirements in its subcontracts.

12.2 Information on Persons Convicted of Crimes

12.2.1 The Contractor must include in its written agreements with all Subcontractors and providers requirements that the Subcontractor/provider investigate and disclose to HCA immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.

12.3 Fraud, Waste and Abuse

12.3.1 The Contractor’s Fraud, Waste and Abuse program shall have:

12.3.1.1 A process to inform officers, employees, agents and Subcontractors about the False Claims Act.

12.3.1.2 Administrative procedures to detect and prevent Fraud, waste and abuse, and a mandatory compliance plan.

12.3.1.3 Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards.

12.3.1.4 The designation of a compliance officer and a compliance committee that is accountable to senior management.

12.3.1.5 Training for all affected parties.

12.3.1.6 Effective lines of communication between the compliance officer and the Contractor's staff and Subcontractors.

12.3.1.7 Enforcement of standards through well-publicized disciplinary policies.

12.3.1.8 Provision for internal monitoring and auditing of the Contractor and providers.

12.3.1.9 Provision for prompt response to detected violations, and for development of corrective action initiatives.

12.3.1.10 Provision of detailed information to employees and Subcontractors regarding Fraud and abuse policies and procedures and the False Claims Act and the Washington false claims statutes, Chapter 74.66 RCW and RCW 74.09.210.

12.4 **Referring of Allegations of Potential Fraud and Invoking Provider Payment Suspensions**

The Contractor shall establish policies and procedures for referring all identified allegations of potential Fraud to HCA and MFCD, and for provider payment suspensions. When HCA notifies the Contractor that a credible Allegation of Fraud exists, the Contractor shall follow the provisions for payment suspension contained in this Section.

12.4.1 When the Contractor has concluded that an allegation of potential Fraud exists, the Contractor shall make a Fraud referral to MFCD and HCA within five (5) Business Days of the determination. The referral must be emailed to HCA at ProgramIntegrity@hca.wa.gov and emailed to MFCD at MFCUreferrals@atg.wa.gov. The Contractor shall report using the WA Fraud Referral Form.

12.4.2 When HCA determines the Contractor's referral of potential Fraud is a credible Allegation of Fraud, HCA shall notify the Contractor's compliance officers.

12.4.2.1 To suspend provider payments, in full, in part, or if a good cause exception exists to not suspend.

12.4.2.1.1 Unless otherwise notified by HCA to suspend payment, the Contractor shall not suspend payment of any provider(s) identified in the referral.

12.4.2.2 Whether MFCD, or other law enforcement agency, accepts or declines the referral.

12.4.2.2.1 If MFCD, or other law enforcement agency accepts the referral, the Contractor must "stand-down" and follow the requirements in the Investigation subsection of this section.

12.4.2.2.1.1 If HCA, MFCD, or other law enforcement agency decline to investigate the potential Fraud referral, the

Contractor may proceed with its own investigation and comply with the reporting requirements contained in Section 12.

12.4.3 Upon receipt of payment suspension notification from HCA, the Contractor shall send notice of the decision to suspend program payments to the provider within five (5) calendar days of HCA's notification to suspend payment, unless the MFCD or other law enforcement agency requests a temporary withhold of notice.

12.4.4 The notice of payment suspension must include or address all of the following:

12.4.4.1 State that payments are being suspended in accordance with this provision;

12.4.4.2 Set forth the general allegations identified by HCA. The notice should not disclose any specific information concerning an ongoing investigation;

12.4.4.3 State that the suspension is for a temporary period and cite suspension will be lifted when notified by HCA that it is no longer in place;

12.4.4.4 Specify, when applicable, to which type or types of claims or business units the payment suspension relates; and

12.4.4.5 Where applicable and appropriate, inform the provider of any Appeal rights available to this provider, along with the provider's right to submit written evidence for consideration by the Contractor.

12.4.5 All suspension of payment actions under this Section will be temporary and will not continue after either of the following:

12.4.5.1 The Contractor is notified by HCA, MFCD, or other law enforcement agency that there is insufficient evidence of Fraud by the provider; or

12.4.5.2 The Contractor is notified by HCA, MFCD, or other law enforcement agency that the legal proceedings related to the provider's alleged Fraud are completed.

12.4.6 The Contractor must document in writing the termination of a payment suspension and issue a notice of the termination to the provider and send a copy to HCA.

12.4.7 HCA may find that good cause exists not to suspend payments, in whole or in part, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible Allegation of Fraud if any of the following are applicable:

12.4.7.1 MFCD or other law enforcement agency have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.

12.4.7.2 Other available remedies are available to the Contractor, after HCA approves the remedies as more effective or timely to protect Medicaid funds.

12.4.7.3 HCA determines, based upon the submission of written evidence by the Contractor, individual or entity that is the subject of the payment suspension, there is no longer a credible Allegation of Fraud and that the suspension should be removed. HCA shall review evidence submitted by the Contractor or provider. The Contractor may include a recommendation to HCA. HCA shall direct the Contractor to continue,

reduce, or remove the payment suspension within thirty (30) calendar days of having received the evidence.

12.4.7.4 Individual's access to items or services would be jeopardized by a payment suspension because of either of the following:

12.4.7.4.1 An individual or entity is the sole community physician or the sole source of essential specialized services in a community.

12.4.7.4.2 The individual or entity serves a large number of Individuals within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.

12.4.7.5 MFCD or law enforcement agency declines to certify that a matter continues to be under investigation.

12.4.7.6 HCA determines that payment suspension is not in the best interests of the Medicaid program.

12.4.8 The Contractor shall maintain for a minimum of six (6) years from the date of issuance all materials documenting:

12.4.8.1 Details of payment suspensions that were imposed in whole or in part; and

12.4.8.2 Each instance when a payment suspension was not imposed or was discontinued for good cause.

12.4.9 If the Contractor fails to suspend payments to an entity or individual for whom there is a pending investigation of a credible Allegation of Fraud without good cause, and HCA directed the Contractor to suspend payments, HCA may impose sanctions in accordance with the Sanctions Subsection of this Contract.

12.4.10 If any government entity, either from restitutions, recoveries, penalties or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity or individual, the entirety of such monetary recovery belongs exclusively to the state of Washington and the Contractor and any involved subcontractor have no claim to any portion of this recovery.

12.4.11 Furthermore, the Contractor is fully subrogated, and shall require its Subcontractors to agree to subrogate, to the state of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor or subcontractor has or may have against any entity or individual that directly or indirectly receives funds under this Contract including, but not limited to, any Health Care Provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other health care related products or services.

12.4.12 Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.

12.4.13 For the purposes of this Section, "subrogation" means the right of any state of Washington

government entity or local law enforcement to stand in the place of a Contractor or client in the collection against a third party.

12.5 Reporting

12.5.1 All Program Integrity reporting to HCA shall be in accordance with the Notices provisions of the General Terms and Conditions of this Contract unless otherwise specified herein.

12.5.2 The Contractor shall submit to HCA a report of any recoveries made or overpayments identified by the Contractor during the course of their claims review/analysis.

12.5.3 The Contractor is responsible for investigating Individual Fraud, waste and abuse. If the Contractor suspects Client/member/Enrollee Fraud:

12.5.3.1 The Contractor shall notify and submit all associated information of any alleged or investigated cases in which the Contractor believes there is a serious likelihood of Fraud by an Individual to the HCA Office of Medicaid Eligibility and Policy (OMEP) by any of the following:

12.5.3.1.1 Sending an email to WAHeligibilityfraud@hca.wa.gov

12.5.3.1.2 Calling OMEP at 360-725-0934 and leaving a detailed message;

12.5.3.1.3 Mailing a written referral to:
Health Care Authority
Attn: OMEP
P.O. Box 45534
Olympia WA 98504-5534

12.5.3.1.4 Faxing the written complaint to Washington Apple Health Eligibility Fraud at 360-725-1158.

12.5.4 The Contractor shall notify and submit all associated information of any alleged or investigated cases in which the Contractor believes there is a serious likelihood of provider Fraud by an individual or group using the WA Fraud Referral Form within five (5) Business Days from the date of determining an allegation of potential Fraud exists.

12.5.5 The Contractor shall submit to HCA on occurrence a list of terminations report including providers terminated due to sanction, invalid licenses, services, billing, data mining, investigation and any related Program Integrity termination. The Contractor shall send the report electronically to HCA at hcabhaso@hca.wa.gov with subject “Program Integrity list of Terminations Report.” The report must include all of the following:

12.5.5.1 Individual provider/entities’ name;

12.5.5.2 Individual provider/entities’ NPI number;

12.5.5.3 Source of termination;

12.5.5.4 Nature of the termination; and

12.5.5.5 Legal action against the individual/entities.

12.6 Records Requests

12.6.1 Upon request, the Contractor and the Contractor's Subcontractors shall allow HCA or any authorized state or federal agency or authorized representative, access to all records pertaining to this Contract, including computerized data stored by the Contractor or Subcontractor. The Contractor and its Subcontractors shall provide and furnish the records at no cost to the requesting agency.

12.7 On-Site Inspections

12.7.1 The Contractor and its Subcontractors must provide any record or data pertaining to this Contract including, but not limited to:

12.7.1.1 Medical records;

12.7.1.2 Billing records;

12.7.1.3 Financial records;

12.7.1.4 Any record related to services rendered, quality, appropriateness, and timeliness of service; and

12.7.1.5 Any record relevant to an administrative, civil or criminal investigation or prosecution.

12.7.2 Upon request, the Contractor or Subcontractor shall assist in such review, including the provision of complete copies of records.

12.7.3 The Contractor must provide access to its premises and the records requested to any state or federal agency or entity, including, but not limited to: HCA, OIG, MFCD, Office of the Comptroller of the Treasury, whether the visitation is announced or unannounced**.**

13 GRIEVANCE AND APPEAL SYSTEM

13.1 General Requirements

The Contractor shall have a Grievance and Appeal System that includes a Grievance Process, an Appeal Process, and access to the Administrative Hearing process for Contracted Services (WAC 182-538C- 110).

NOTE: Provider claim disputes initiated by the provider are not subject to this section.

13.1.1 The Contractor shall have policies and procedures addressing the Grievance and Appeal System, which comply with the requirements of this Contract. HCA must approve, in writing, all Grievance and Appeal System policies and procedures and related notices to Individuals regarding the Grievance and Appeal System.

13.1.2 The Contractor shall give Individuals any reasonable assistance necessary in completing forms and other procedural steps for Grievances and Appeals.

13.1.3 The Contractor shall acknowledge receipt of each Grievance, either orally or in writing, within two (2) Business Days.

13.1.4 The Contractor shall acknowledge in writing, the receipt of each Appeal. The Contractor shall provide the written notice to both the Individual and requesting provider within three (2) calendar days of receipt of the Appeal.

13.1.5 The Contractor shall ensure that decision makers on Grievances and Appeals were not involved in previous levels of review or decision-making.

13.1.6 Decisions regarding Grievances and Appeals shall be made by Health Care Professionals with clinical expertise in treating the Individual's condition or disease if any of the following apply:

13.1.6.1 The Individual is appealing an Action.

13.1.6.2 The Grievance or Appeal involves any clinical issues.

13.1.7 With respect to any decisions described in subsection 13.1.6, the Contractor shall ensure that the Health Care Professional making such decisions:

13.1.7.1 Has clinical expertise in treating the Individual's condition or disease that is age appropriate (e.g., a board certified Child and Adolescent Psychiatrist for a child Individual).

13.1.7.2 A physician board-certified or board-eligible in Psychiatry or Child or Adolescent Psychiatry if the Grievance or Appeal is related to inpatient level of care denials for psychiatric treatment.

13.1.7.3 A physician board-certified or board-eligible in Addiction Medicine or a Sub-specialty in Addiction Psychiatry if the Grievance or Appeal is related to inpatient level of care denials for SUD treatment.

13.1.7.4 Are one or more of the following, as appropriate, if a clinical Grievance or Appeal is not related to inpatient level of care denials for psychiatric or SUD treatment:

13.1.7.4.1 Physicians board-certified or board-eligible in Psychiatry, Addiction Medicine or Addiction Psychiatry;

13.1.7.4.2 Licensed, doctoral level clinical psychologists; or

13.1.7.4.3 Pharmacists.

13.2 Grievance Process

The following requirements are specific to the Grievance Process:

13.2.1 Only an Individual or the Individual's authorized representative may file a Grievance with the Contractor. A provider may not file a Grievance on behalf of an Individual unless the provider is acting on behalf of the Individual and with the Individual's written consent.

13.2.1.1 The Contractor shall request the Individual's written consent should a provider Appeal on behalf of an Individual without the Individual's written consent.

13.2.2 The Contractor shall accept, document, record, and process Grievances forwarded by HCA.

13.2.3 The Contractor shall provide a written response to HCA within three (3) Business Days to any constituent Grievance. For the purpose of this subsection, "constituent Grievance" means a complaint or request for information from any elected official or agency director or designee.

13.2.4 The Contractor shall assist the Individual with all Grievance and Appeal processes, and provide information about the availability of Ombuds services to assist the Individual.

13.2.5 The Contractor shall cooperate with any representative authorized in writing by the Individual.

13.2.6 The Contractor shall consider all information submitted by the Individual or his/her authorized representative.

13.2.7 The Contractor shall investigate and resolve all Grievances whether received orally or in writing. The Contractor shall not require an Individual or his/her authorized representative to provide written follow up for a Grievance or Appeal the Contractor received orally.

13.2.8 The Contractor shall complete the disposition of a Grievance and notice to the affected parties as expeditiously as the Individual's health condition requires, but no later than forty-five (45) calendar days from receipt of the Grievance.

13.2.9 The notification may be made orally or in writing for Grievances not involving clinical issues. Notices of disposition for clinical issues must be in writing.

13.2.10 Individuals do not have the right to an Administrative Hearing in regard to the disposition of a Grievance.

13.3 Appeal Process

The following requirements are specific to the Appeal Process:

13.3.1 An Individual, the Individual's authorized representative, or a provider acting on behalf of the Individual and with the Individual's written consent, may Appeal a Contractor Action.

13.3.1.1 If a provider has requested an Appeal on behalf of an Individual, but without the Individual's written consent, the Contractor shall not dismiss the Appeal without first attempting to contact the Individual within five (5) calendar days of the provider's request, informing the Individual that an Appeal has been made on the Individual's behalf, and then asking if the Individual would like to continue the Appeal.

If the Individual wants to continue the Appeal, the Contractor shall obtain from the Individual a written consent for the Appeal. If the Individual does not wish to continue the Appeal, the Contractor shall formally dismiss the Appeal, in writing, with appropriate Appeal rights and by delivering a copy of the dismissal to the provider as well as the Individual.

13.3.1.2 For expedited Appeals, the Contractor may bypass the requirement for the Individual's written consent and obtain the Individual's oral consent. The Individual's oral consent shall be documented in the Contractor's records.

13.3.2 If HCA receives a request to Appeal an Action of the Contractor, HCA will forward relevant information to the Contractor and the Contractor will contact the Individual with information that a provider filed an Appeal.

13.3.3 For Appeals of standard service authorization decisions, an Individual, or a provider acting on behalf of the Individual, must file an Appeal, either orally or in writing, within sixty (60) calendar days of the date on the Contractor's Notice of Action. This also applies to an Individual's request for an expedited Appeal.

13.3.4 Oral inquiries seeking to Appeal an Action shall be treated as Appeals and be confirmed in writing, unless the Individual or provider requests an expedited resolution. The Appeal acknowledgement letter sent by the Contractor to an Individual shall serve as written confirmation of an Appeal filed orally by an Individual.

13.3.5 The Appeal process shall provide the Individual a reasonable opportunity to present evidence, and allegations of fact or law in writing. The Contractor shall inform the Individual of the limited time available for this in the case of expedited resolution.

13.3.6 The Appeal process shall provide the Individual and the Individual's representative opportunity, before and during the Appeals process, to examine the Individual's case file, including medical records, and any other documents and records considered during the Appeal process.

13.3.7 The Appeal process shall include as parties to the Appeal, the Individual and the Individual's authorized representative, or the legal representative of the deceased Individual's estate.

13.3.8 In any Appeal of an Action by a Subcontractor, the Contractor or its Subcontractor shall apply the Contractor's own clinical practice guidelines, standards, protocols, or other criteria that pertain to authorizing specific services.

13.3.9 The Contractor shall resolve each Appeal and provide notice, as expeditiously as the Individual's health condition requires, within the following timeframes:

13.3.9.1 For standard resolution of Appeals and for Appeals for termination, suspension or reduction of previously authorized services a decision must be made within fourteen (14) calendar days after receipt of the Appeal, unless the Contractor notifies the Individual that an extension is necessary to complete the Appeal; however, the extension cannot delay the decision beyond twenty-eight (28) calendar days of the request for Appeal.

13.3.9.2 For any extension not requested by an Individual, the Contractor must give the Individual written notice of the reason for the delay.

13.3.9.3 For expedited resolution of Appeals or Appeals of behavioral health drug authorization decisions, including notice to the affected parties, no longer than three (3) calendar days after the Contractor receives the Appeal.

13.3.10 The Contractor shall provide notice of resolution of the Appeal in a language and format which is easily understood by the Individual. The notice of the resolution of the Appeal shall:

13.3.10.1 Be in writing and sent to the Individual and the requesting provider. For notice of an expedited resolution, the Contractor shall also make reasonable efforts to provide oral notice.

13.3.10.2 Include the date completed and reasons for the determination.

13.3.10.3 Include a written statement of the reasons for the decision, including how the

requesting provider or Individual may obtain the review or decision-making criteria.

13.3.10.4 For Appeals not resolved wholly in favor of the Individual:

13.3.10.4.1 Include information on the Individual's right to request an Administrative Hearing and how to do so.

13.4 Expedited Appeals Process

13.4.1 The Contractor shall establish and maintain an expedited Appeal review process for Appeals when the Contractor determines or a provider indicates that taking the time for a standard resolution could seriously jeopardize the Individual's life or health or ability to attain, maintain, or regain maximum function.

13.4.2 The Individual may submit an expedited Appeal either orally or in writing. No additional Individual follow-up is required.

13.4.3 The Contractor shall make a decision on the Individual's request for expedited Appeal and provide written notice, as expeditiously as the Individual's health condition requires, no later than three (3) calendar days after the Contractor receives the Appeal. The Contractor shall also make reasonable efforts to provide oral notice.

13.4.4 The Contractor may extend the timeframes by up to fourteen (14) calendar days if the Individual requests the extension; or the Contractor shows there is a need for additional information and how the delay is in the Individual's interest.

13.4.5 For any extension not requested by an Individual, the Contractor must give the Individual written notice of the reason for the extension.

13.4.6 The Contractor shall ensure that punitive Action is not taken against a provider who requests an expedited resolution or supports an Individual's Appeal.

13.4.7 If the Contractor denies a request for expedited resolution of an Appeal, it shall transfer the Appeal to the timeframe for standard resolution and make reasonable efforts to give the Individual prompt oral notice of the denial, and follow up within two (2) calendar days with a written notice of denial.

13.5 Administrative Hearing

13.5.1 Only the Individual or the Individual's authorized representative may request an Administrative Hearing. A provider may not request an Administrative Hearing on behalf of an Individual.

13.5.2 If an Individual does not agree with the Contractor's resolution of an Appeal, the Individual may file a request for an Administrative Hearing within one hundred and twenty (120) calendar days of the date of notice of the resolution of the Appeal. The Contractor will not be obligated to continue services pending the results of the Administrative Hearing.

13.5.3 If the Individual requests an Administrative Hearing, the Contractor shall provide to HCA and the Individual, upon request, and within three (3) Business Days, all Contractor-held documentation related to the Appeal, including, but not limited to: transcript(s), records, or written decision(s) from participating providers or delegated entities.

13.5.4 The Contractor is an independent party and is responsible for its own representation in any Administrative Hearing, Board of Appeals, and subsequent judicial proceedings.

13.5.5 The Contractor's Behavioral Health Medical Director or designee shall review all cases where an Administrative Hearing is requested and any related Appeals.

13.5.6 The Individual must exhaust all levels of resolution and Appeal within the Contractor's Grievance and Appeal System prior to filing a request for an Administrative Hearing with HCA.

13.5.7 The Contractor will be bound by the final order, whether or not the final order upholds the Contractor's decision.

13.5.8 If the final order is not within the purview of this Contract, then HCA will be responsible for the implementation of the final order.

13.5.9 The Administrative Hearings process shall include as parties to the Administrative Hearing, the Contractor, the Individual and the Individual's authorized representative, or the legal representative of the deceased Individual's estate and HCA.

13.6 Petition for Review

Any party may Appeal the initial order from the Administrative Hearing to HCA Board of Appeals in accordance with Chapter 182-526 WAC. Notice of this right shall be included in the Initial Order from the Administrative Hearing.

13.7 Effect of Reversed Resolutions of Appeals and Administrative Hearings

If the Contractor's decision not to provide Contracted Services is reversed, either through a final order of the Washington State Office of Administrative Hearings or the HCA Board of Appeals, the Contractor shall provide the disputed services promptly, and as expeditiously as the Individual's health condition requires.

13.8 Recording and Reporting Grievances, Adverse Authorization Determinations, and Appeals

The Contractor shall maintain records of all Grievances, Adverse Authorization Determinations including Actions, and Appeals.

13.8.1 The records shall include Grievances, Adverse Authorization Determinations including Actions, and Appeals handled by delegated entities, and all documents generated or obtained by the Contractor in the course of these activities.

13.8.2 The Contractor shall provide separate reports to HCA, quarterly due the 15th of the month following the quarter.

13.8.3 The Contractor is responsible for maintenance of records for and reporting of these activities handled by delegated entities.

13.8.4 Reports that do not meet the Grievance and Appeal System reporting requirements shall be returned to the Contractor for correction. Corrected reports will be resubmitted to HCA within thirty (30) calendar days.

13.8.5 The report medium shall be specified by HCA.

13.8.6 Reporting of Grievances shall include all expressions of Individual dissatisfaction not related to an

Action. All Grievances are to be recorded and counted whether the Grievance is remedied by the Contractor immediately or through its Grievance and quality of care service procedures.

13.9 Grievance and Appeal System Terminations

When Available Resources are exhausted, any Appeals or Administrative Hearings related to a request for authorization of a non-Crisis Contracted Service will be terminated since non-Crisis Services cannot be authorized without funding regardless of medical necessity.

14 CARE MANAGEMENT AND COORDINATION

14.1 Care Coordination Requirements

14.1.1 The Contractor shall develop and implement protocols that promote coordination, continuity, and quality of care that address the following:

14.1.1.1 Access to crisis safety plan and coordination information for Individuals in crisis.

14.1.1.2 Use of GFS/FBG funds to care for Individuals in alternative settings such as homeless shelters, permanent supported housing, nursing homes or group homes.

14.1.1.3 Strategies to reduce unnecessary crisis system utilization as defined in the Crisis System Section of this Contract.

14.1.1.4 Care transitions and sharing of information among jails, prisons, hospitals, residential treatment centers, withdrawal management and sobering centers, homeless shelters and service providers for Individuals with complex behavioral health and medical needs.

14.1.1.5 Continuity of Care for Individuals in an active course of treatment for an acute or chronic behavioral health condition, including preserving Individual-provider relationships through transitions.

14.2 Coordination with External Entities

14.2.1 The Contractor shall coordinate with External Entities including, but not limited to:

14.2.1.1 BH-ASOs for transfers between regions;

14.2.1.2 Family Youth System Partner Roundtable (FYSPRT);

14.2.1.3 Apple Health Managed Care Organizations to facilitate enrollment of Individuals who are eligible for Medicaid;

14.2.1.4 Tribal entities regarding tribal members who access the crisis system;

14.2.1.5 Community Health Clinics, Federally Qualified Health Centers (FQHCs), and Rural Health Centers (RHC);

14.2.1.6 The Criminal Justice system (courts, jails, law enforcement, public defenders, Department of Corrections, juvenile justice system);

14.2.1.7 DSHS and other state agencies;

14.2.1.8 State and federal agencies and local partners that manage access to housing;

14.2.1.9 Education systems, to assist in planning for local school district threat assessment process;

14.2.1.10 Accountable Community of Health; and

14.2.1.11 First Responders.

14.2.2 The Contractor shall coordinate the transfer of Individual information, including initial assessments and care plans, with MCO's and other BH-ASOs as needed when an Individual moves between regions or gains or loses Medicaid eligibility, to reduce duplication of services and unnecessary delays in service provision.

14.2.3 The Contractor shall participate in disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by HCA, county, or local public health jurisdiction. The Contractor shall attend state-sponsored training and participate in emergency/disaster preparedness planning when requested by HCA, the county or local public health jurisdiction in the region and provide Disaster Outreach and post-Disaster Outreach in the event of a disaster/emergency.

14.3 **N/A**

14.4 **Care Coordination and Continuity of Care: State Hospitals and Community Hospital and Evaluation and Treatment 90/180 Civil Commitment Facilities**

14.4.1 N/A

14.4.2 N/A

14.4.3 N/A

14.4.4 N/A

14.4.5 The Contractor or Subcontractor shall monitor Individuals discharged from inpatient hospitalizations on Less Restrictive Alternatives (LRA) under RCW 71.05.320 to ensure compliance with LRA requirements.

14.4.6 The Contractor shall offer behavioral health services to Individuals who are ineligible for Medicaid to ensure compliance with LRA requirements.

14.4.7 The Contractor shall respond to requests for participation, implementation, and monitoring of Individuals receiving services on conditional release consistent with RCW 71.05.340. The Contractor or Subcontractor shall provide behavioral health services to Individuals who are ineligible for Medicaid to ensure compliance with conditional release requirements (RCW 10.77.150 and RCW 71.05.340).

14.4.8 N/A

14.4.9 N/A

14.4.10 N/A

14.5 **Care Coordination: Filing of an Unavailable Detention Facilities Report**

14.5.1 The Contractor shall ensure its DCRs report to HCA when it is determined an Individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are no beds available at the Evaluation and Treatment Facility, Secure Withdrawal Management and Stabilization facility, psychiatric unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the Individual.

14.5.2 When the DCR determines an Individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities report to HCA within 24 hours.

The report shall include the following:

14.5.2.1 The date and time the investigation was completed;

14.5.2.2 A list of facilities that refused to admit the Individual;

14.5.2.3 Information sufficient to identify the Individual, including name and age or date of birth; and;

14.5.2.4 Other reporting elements deemed necessary or supportive by HCA.

14.5.3 If the DCR is unable to find a bed then the DCR must go out daily to provide a face to face evaluation of the person to determine if the person continues to require involuntary treatment and if so to look for a bed. If a bed is still not available work to develop a safety plan to help the person meet their health and safety needs.

14.5.4 The Contractor must attempt to engage the Individual in appropriate services for which the Individual is eligible and report back within seven (7) days to HCA. The Contractor may contact the Individual's MCO to ensure services are provided.

14.5.5 The Contractor shall implement a plan to provide evaluation and treatment services to the Individual, which may include the development of LRAs to involuntary treatment, or relapse prevention programs reasonably calculated to reduce demand for evaluation and treatment.

14.5.6 HCA may initiate corrective action to ensure an adequate plan is implemented. An adequate plan may include development of LRAs to Involuntary Commitment, such as crisis triage, crisis diversion, voluntary treatment, or relapse prevention programs reasonably calculated to reduce demand for evaluation and treatment.

14.6 **Care Coordination and Continuity of Care: Evaluation and Treatment (E&T) Facilities**

14.6.1 E&T Discharge Planners shall be provided within the identified resources in Exhibit A. HCA shall pay the Contractor upon receipt and acceptance by HCA of verification that an E&T Discharge Planner position has been fully staffed by an individual whose sole function is the E&T Discharge Planner role, as described in this Contract.

14.6.2 Each E&T location shall have a designated E&T Discharge Planner. The E&T Discharge Planner shall develop and coordinate discharge plans that are: complex, multi system, mixed funding, and specific to Individuals that would otherwise be transferred to a state hospital. The plan shall track the Individual's progress upon discharge for no less than thirty
(30) days after discharge from the E&T Facility.

14.6.3 The Contractor shall submit to HCA the E&T Discharge Planner's reports that track the total number of all discharges from their E&T location and differentiate between those that were deemed complex and those that were deemed standard. The report is due the fifteenth (15^{th}) of the month following the month being reported using the template provided by HCA.

15 GENERAL REQUIREMENTS AND BENEFITS

15.1 Special Provisions Regarding Behavioral Health Benefits

For each RSA, the Contractor's administration of behavioral health benefits shall comply with the following:

15.1.1 N/A

15.1.2 N/A

15.1.3 N/A

15.1.4 N/A

15.1.5 N/A

15.1.6 N/A

15.1.7 N/A.

15.1.8 In addition to the managerial staff, the Contractor shall have a sufficient number of qualified operational staff to meet its responsibilities under the Contract.

15.1.8.1 The Contractor shall have a sufficient number of staff available 24 hours a day, seven (7) days a week, and sufficient DCRs to respond to requests for SUD Involuntary Commitment services and Mental Health ITA services. Crisis triage staff shall have training in crisis triage and management for Individuals of all ages and behavioral health conditions, including SMI, SUDs, and co-occurring disorders.

15.1.8.2 The Contractor shall have access to a physician, psychiatrist, physician assistant or ARNP with prescriptive authority 24 hours a day, seven (7) days a week, to address specialized needs of callers experiencing crisis, and to provide assistance with crisis triage, referral, and resolution.

15.1.8.3 The Contractor shall have a sufficient number of behavioral health clinical peer reviewers available to conduct Appeal reviews or to provide clinical consultation on complex cases, treatment plan issues, and other treatment needs.

15.1.8.3.1 N/A

15.1.8.4 The Contractor shall ensure that staffing is sufficient to support behavioral health data analytics and behavioral health data systems, including FBG reporting requirements, to oversee all data interfaces and support the behavioral health specific reporting requirements under the Contract.

15.1.8.5 The Contractor shall ensure adequate staffing to perform the following functions: administrative services, member services, Grievances and Appeals, claims, encounter and Behavioral Health Supplemental Transactions data processing, data analysts, and financial reporting analysts.

15.1.8.6 The Contractor shall develop and maintain a human resources and staffing plan that describe how the Contractor will maintain adequate staffing.

15.1.8.7 Develop and implement staff training plans that address how all staff will be trained on the requirements of this Contract.

15.1.8.8 Develop and implement provider education, training and performance management, including SABG outreach requirements related to pregnant Individuals with intravenous drug use, pregnant Individuals with a SUD, and other Individuals with intravenous drug use.

15.1.9 The Contractor shall ensure development and implementation of training programs for network providers that deliver, coordinate, or oversee behavioral health services to Individuals.

15.2 **Scope of Services N/A**

15.3 **General Description of Contracted Services**

15.3.1 The Contractor shall prioritize state funds for Crisis Services, evaluation and treatment services for Individuals ineligible for Medicaid, and services related to the administration of Chapters 71.05 and 71.34 RCW. Available Resources shall then be used to cover voluntary inpatient, crisis stabilization services and the services listed in this subsection for the priority populations defined in this Contract (refer to Scope of Services-Crisis System for additional Crisis and ITA services requirements).

15.3.2 The Contractor must expend FBG funds in accordance with the optional and required service details as specified in the Block Grant Project Plan Templates.

15.3.3 The Contractor shall establish and apply medical necessity criteria for the provision or denial of the following services:

15.3.3.1 Assessment.
15.3.3.2 Brief Intervention.
15.3.3.3 Brief Outpatient Treatment.
15.3.3.4 Case Management.
15.3.3.5 Day Support.
15.3.3.6 Engagement and Referral.
15.3.3.7 Evidenced Based/Wraparound Services.
15.3.3.8 Interim Services.
15.3.3.9 Opiate Dependency/HIV Services Outreach.
15.3.3.10 E&T Services provided at Community Hospitals or E&T facilities.
15.3.3.11 Family Treatment.
15.3.3.12 Group Therapy.
15.3.3.13 High Intensity Treatment.
15.3.3.14 Individual Therapy.
15.3.3.15 Inpatient Psychiatric Services.
15.3.3.16 Intake Evaluation.
15.3.3.17 Intensive Outpatient Treatment – SUD.
15.3.3.18 Intensive Inpatient Residential Treatment Services – SUD.
15.3.3.19 Long Term Care Residential – SUD.
15.3.3.20 Medication Management.
15.3.3.21 Medication Monitoring.
15.3.3.22 Mental Health Residential.
15.3.3.23 Opioid Treatment Programs (OTPs)/Medication Assisted Treatment (MAT)
15.3.3.24 Outpatient Treatment.
15.3.3.25 Peer Support.
15.3.3.26 Psychological Assessment.

15.3.3.27 Recovery House Residential Treatment – SUD.
15.3.3.28 Rehabilitation Case Management.
15.3.3.29 Special Population Evaluation.
15.3.3.30 TB Counseling, Screening, Testing and Referral.
15.3.3.31 Therapeutic Psychoeducation.
15.3.3.32 Urinalysis/Screening Test.
15.3.3.33 TB Screening/Skin Test.
15.3.3.34 Withdrawal Management – Acute.
15.3.3.35 Withdrawal Management – Sub-Acute.

15.3.4 The Contractor shall develop and apply criteria and to determine the provision for or denial of following services to which medical necessity does not apply:

15.3.4.1 Alcohol/Drug Information School.
15.3.4.2 Childcare.
15.3.4.3 Community Outreach – SABG priority populations PPW and IUID.
15.3.4.4 Continuing Education and Training.
15.3.4.5 PPW Housing Support Services.
15.3.4.6 Recovery Support Services.
15.3.4.7 Sobering Services.
15.3.4.8 Therapeutic Interventions for Children.
15.3.4.9 Transportation.

15.3.5 Pharmaceutical Products:

15.3.5.1 Prescription drug products may be provided within Available Resources based on medical necessity. Coverage to be determined by HCA Fee for Service (FFS) formulary.

13 SCOPE OF SERVICES- CRISIS SYSTEM

16.1 Crisis System General Requirements

16.1.1 The Contractor shall develop and maintain a regional behavioral health crisis system and provide services that meet the following requirements:

16.1.1.1 Crisis Services will be available to all Individuals who present with a need for Crisis Services in the Contractor's Service Area, as defined in this Contract.

16.1.1.2 Crisis Services shall be provided in accordance with Chapters 71.05 RCW and 71.34 RCW.

16.1.1.3 ITA services include all services and Administrative Functions required for the evaluation of involuntary detention or involuntary treatment of Individuals in accordance with Chapter 71.05 RCW, RCW 71.24.300 and Chapter 71.34 RCW. Requirements include payment for all services ordered by the court for Individuals ineligible for Medicaid, and costs related to court processes and Transportation. Crisis Services become ITA Services when a DCR determines an Individual must be evaluated for involuntary treatment. ITA services continue until the end of the Involuntary Commitment and may be outpatient or inpatient.

16.1.2 Crisis Services shall be delivered as follows:

16.1.2.1 Stabilize Individuals as quickly as possible and assist them in returning to a level of functioning that no longer qualifies them for Crisis Services. Stabilization Services will be provided in accordance with WAC 246-341-0915.

16.1.2.2 Provide solution-focused, person-centered and Recovery-oriented interventions designed to avoid unnecessary hospitalization, incarceration, institutionalization or out of home placement.

16.1.2.3 Coordinate closely with the regional MCOs, community court system, First Responders, criminal justice system, inpatient/residential service providers, and outpatient behavioral health providers to operate a seamless crisis system and acute care system that is connected to the full continuum of health services and inclusive of processes to improve access to timely and appropriate treatment for Individuals with current or prior criminal justice involvement.

16.1.2.4 Engage the Individual in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and maintain the Individual's stability.

16.1.2.5 Develop and implement strategies to assess and improve the crisis system over time.

16.2 Crisis System Staffing Requirements

16.2.1 The Contractor shall comply with staffing requirements in accordance with Chapter 246-341 WAC. Each staff member working with an Individual receiving Crisis Services must:

16.2.1.1 Be supervised by a Mental Health Professional or licensed by DOH.

16.2.1.2 Receive annual violence prevention training on the safety and violence prevention topics described in RCW 49.19.030. The staff member's personnel record must document the training.

16.2.1.3 Have the ability to consult with one of the following (who has at least one (1) years' experience in the direct treatment of Individuals who have a mental or emotional disorder):

16.2.1.3.1 A psychiatrist;
16.2.1.3.2 A physician;
16.2.1.3.3 Physician assistant; or
16.2.1.3.4 An ARNP.

16.2.2 The Contractor shall comply with DCR qualification requirements in accordance with Chapters 71.05 and 71.34 RCW and shall incorporate the statewide DCR Protocols, listed on the HCA website, into the practice of their DCRs.

16.2.3 The Contractor shall have clinicians available 24 hours a day, seven (7) days a week who have expertise in Behavioral Health issues pertaining to children and families.

16.2.4 The Contractor shall make available at least one (1) Certified SUDP with experience conducting Behavioral Health crisis support for consultation by phone or on site during regular Business Hours.

16.2.5 The Contractor shall make available at least one (1) CPC with experience conducting behavioral health crisis support for consultation by phone or on site during regular Business Hours.

16.2.6 The Contractor shall establish policies and procedures for crisis and ITA services that implement the following requirements:

16.2.6.1 No DCR or crisis 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 ITA, unless a second trained individual accompanies them.

16.2.6.2 The clinical team supervisor, on-call supervisor, or the individual professional, shall determine the need for a second individual to accompany them based on a risk assessment for potential violence.

16.2.6.3 The second individual who responds may be a First Responder, a Mental Health Professional, a SUDP, or a mental health provider who has received training required in RCW 49.19.030.

16.2.6.4 No retaliation shall 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.

16.2.6.5 The Contractor shall have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis staff who respond to private homes or other private locations.

16.2.6.6 Every DCR dispatched on a crisis visit shall have prompt access to information about an Individual's history of dangerousness or potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.

16.2.6.7 The Contractor or Subcontractor shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide Crisis Services.

16.3 Crisis System Operational Requirements

16.3.1 Crisis Services shall be available 24 hours a day, seven (7) days a week.

16.3.1.1 Mobile crisis outreach shall respond within two (2) hours of the referral to an emergent crisis and within 24 hours for referral to an urgent crisis.

16.3.2 The Contractor shall provide a toll free line that is available 24 hours a day, seven days a week, to provide crisis intervention and triage services, including screening and referral to a network of providers and community resources.

16.3.2.1 The toll-free crisis line shall be a separate number from the Contractor's customer service line.

16.3.3 Individuals shall be able to access Crisis Services without full completion of Intake Evaluations and/or other screening and assessment processes. Telephone crisis support services will be

provided in accordance with WAC 246-341-0905 and crisis outreach services will be provided in accordance with WAC 246-341-0910.

16.3.4 The Contractor shall establish registration processes for non-Medicaid Individuals utilizing Crisis Services to maintain demographic and clinical information, and establish a medical record/tracking system to manage their crisis care, referrals, and utilization.

16.3.5 The Contractor shall establish protocols for providing information about and referral to other available services and resources for Individuals who do not meet criteria for Medicaid or GFS/FBG services (e.g., homeless shelters, domestic violence programs, Alcoholics Anonymous).

16.3.6 The Contractor shall ensure that Crisis Service providers document calls, services, and outcomes. The Contractor shall comply with record content and documentation requirements in accordance with WAC 246-341-0900.

16.4 **Crisis System Services**

16.4.1 The Contractor shall make the following services available to all Individuals in the Contractor's Service Area, in accordance with the specified requirements:

16.4.1.1 Crisis Triage and Intervention to determine the urgency of the needs and identify the supports and services necessary to meet those needs. Dispatch mobile crisis or connect the Individual to services. For Individuals enrolled with a MCO, assist in connecting the Individual with current or prior service providers. Crisis Services may be provided prior to completion of an Intake Evaluation. Services shall be provided by or under the supervision of a Mental Health Professional. The Contractor must provide 24-hour a day, seven (7) day a week crisis mental health services to Individuals who are within the Contractor's Service Area and report they are experiencing a crisis. There must be sufficient staff available, including a DCR, to respond to requests for Crisis Services.

16.4.1.2 Behavioral Health ITA Services shall be provided in accordance with WAC 246- 341-0810. Services include investigation and evaluation activities, management of the court case findings and legal proceedings in order to ensure the due process rights of the Individuals who are detained for involuntary treatment.
The Contractor shall reimburse the county for court costs associated with ITA and shall provide for evaluation and treatment services as ordered by the court for Individuals who are not eligible for Medicaid. According to Section 10.5 under no circumstance shall the Contractor deny the provision of Crisis Services, Behavioral Health ITA Services, E&T, or Secure Withdrawal Management and Stabilization services, to a consumer due to the consumer's ability to pay.

16.4.1.3 When a DCR submits a No Bed Report due to the lack of an Involuntary treatment bed, the DCR will return every day to re-evaluate the person until such time as the person no longer meets criteria for involuntary detention and can be sent home with a safety plan, or an involuntary bed becomes available.

16.4.1.4 Services provided in Involuntary Treatment facilities such as Evaluation and Treatment Facilities and Secure Withdrawal Management and Stabilization facility, licensed and certified by DOH. These facilities must have adequate staff to provide a safe and secure environment for the staff, patients and the community. The facilities will provide evaluation and treatment such as to provide positive results and limit the duration of involuntary treatment until the person can be discharged back to

their home community to continue their treatment without the loss of their civil liberties. The treatment shall be evidence based practices to include Pharmacological services, psycho-social classes, withdrawal management as needed, discharge planning, and warm handoff to secondary treatment including any less restrictive alternative care
ordered by the court.

16.4.2 The Contractor shall provide the following services to Individuals who meet eligibility requirements defined in this Contract but who do not qualify for Medicaid, when medically necessary, and based on Available Resources:

16.4.2.1 Crisis Stabilization Services, includes short-term face-to-face assistance with life skills training and understanding of medication effects and follow up services. Services are provided in the person's own home, or another home-like setting, or a setting which provides safety for the Individual experiencing a behavioral health crisis. Crisis stabilization is often referred to as hospital diversion, typically managed by specific programs, apart from initial/emergent Stabilization Services, and available 24 hours a day, seven (7) days a week.

16.4.2.2 SUD Crisis Services including short term stabilization, a general assessment of the Individual's condition, an interview for therapeutic purposes, and arranging transportation home or to an approved Facility for intoxicated or incapacitated Individuals on the streets or in other public places. Services may be provided by telephone, in person, in a Facility or in the field. Services may or may not lead to ongoing treatment.

16.4.2.3 Secure Withdrawal Management and Stabilization Services provided in a Facility licensed and certified by DOH to provide involuntary evaluation and treatment services to Individuals detained by the DCR for SUD ITA. Appropriate care for Individuals with a history of SUD who have been found to meet criteria for involuntary treatment includes: evaluation and assessment, provided by a SUDP; acute or subacute withdrawal management services; SUD treatment; and discharge assistance provided by SUDPs, including facilitating transitions to appropriate voluntary or involuntary inpatient services or to LRA as appropriate for the Individual in accordance with WAC 246-341-1104. This is an involuntary treatment which does not require authorization.

16.4.2.4 Peer-to-Peer Warm Line Services are available to callers with routine concerns who could benefit from or who request to speak to a peer for support and help de-escalating emerging crises. Warm line staff may be peer volunteers who provide emotional support, comfort, and information to callers living with a mental illness.

16.5 **Coordination with External Entities**

16.5.1 The Contractor shall collaborate with HCA and MCOs operating in the RSA to develop and implement strategies to coordinate care with community behavioral health providers for Individuals with a history of frequent crisis system utilization. Coordination of care strategies will seek to reduce utilization of Crisis Services.

16.5.2 N/A

16.5.3 N/A

16.6 N/A

N/A 16.7

17 JUVENILE DRUG COURT AND CRIMINAL JUSTICE TREATMENT ACCOUNT

17.1 Juvenile Drug Court

17.1.1 In RSAs where funding is provided, the Contractor shall support Individuals involved with a region's Juvenile Drug Court (JDC) and provide the following services:

17.1.1.1 A drug and alcohol assessment.

17.1.1.2 Substance use disorder and mental health treatment and counseling as appropriate which may include Evidence-Based Practices such as Functional Family Therapy and Aggression Replacement Training.

17.1.1.3 A comprehensive case management plan which is individually tailored, culturally competent, developmentally and gender appropriate, and which includes educational goals that draw on the strengths and address the needs of the Individual.

17.1.1.4 Track attendance and completion of activities, offer incentives for compliance and impose sanctions for lack of compliance.

17.1.1.5 Engagement of the community to broaden the support structure and better ensure success such as referrals to mentors, support groups, pro-social activities, etc.

17.2 Criminal Justice Treatment Account (CJTA)

In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. CJTA funds must be clearly documented and reported in accordance with section 9.3.1.8.

17.2.1 The Contractor shall implement any local CJTA plans developed by the CJTA panel and approved by HCA and/or the CJTA Panel established in 71.24.580(5)(b).

17.2.2 CJTA Funding Guidelines:

17.2.2.1 In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, then it is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a drug court.

17.2.2.2 No more than 10 percent of the total CJTA funds can be used for the following support services combined:

17.2.2.2.1 Transportation; and

17.2.2.2.2 Child Care Services.

17.2.3 The Contractor shall dedicate a minimum 30 percent of the CJTA funds for innovative projects that meet any or all of the following conditions:

17.2.3.1 An acknowledged evidence or research based best practice (or treatment strategy) that can be documented in published research, or

17.2.3.2 An approach utilizing either traditional or best practices to treat significantly underserved and marginalized population(s), or

17.2.3.3 A regional project conducted in partnership with at least 1 other entity serving the RSA service area such as, the AH-IMC MCOs operating in the RSA or the ACH.

17.2.4 Services that can be provided using CJTA funds are:

17.2.4.1 Brief Intervention (any level, assessment not required);
17.2.4.2 Acute Withdrawal Management (ASAM Level 3.2WM);
17.2.4.3 Sub-Acute Withdrawal Management (ASAM Level 3.2WM);
17.2.4.4 Outpatient Treatment (ASAM Level 1);
17.2.4.5 Intensive Outpatient Treatment (ASAM Level 2.1);
17.2.4.6 Opiate Treatment Program (ASAM Level 1);
17.2.4.7 Case Management (ASAM Level 1.2);
17.2.4.8 Intensive Inpatient Residential Treatment (ASAM Level 3.5);
17.2.4.9 Long-term Care Residential Treatment (ASAM Level 3.3);
17.2.4.10 Recovery House Residential Treatment (ASAM Level 3.1);
17.2.4.11 Assessment (to include Assessments done while in jail);
17.2.4.12 Interim Services;
17.2.4.13 Community Outreach;
17.2.4.14 Involuntary Commitment Investigations and Treatment;
17.2.4.15 Room and Board (Residential Treatment Only);
17.2.4.16 Transportation;
17.2.4.17 Childcare Services;
17.2.4.18 Urinalysis;
17.2.4.19 Treatment in the jail, limited to 8 sessions that may include:

17.2.4.19.1 Engaging Individuals in SUD treatment;
17.2.4.19.2 Referral to SUD services;
17.2.4.19.3 Administration of Medications for the treatment of Substance use Disorder including Opioid Use Disorder (MOUD) to include the following

17.2.4.19.3.1 Screening for medications for substance use disorders including MOUD

17.2.4.19.3.2 Cost of medications for substance use disorders including MOUD

17.2.4.19.3.3 Administration of medications for substance use disorders including MOUD

17.2.4.19.4 Coordinating care;
17.2.4.19.5 Continuity of Care; and
17.2.4.19.6 Transition planning.

17.2.4.20 Employment services and job training;

17.2.4.21 Relapse prevention;
17.2.4.22 Family/marriage education;
17.2.4.23 Peer-to-peer services, mentoring and coaching;
17.2.4.24 Self-help and support groups;
17.2.4.25 Housing support services (rent and/or deposits);
17.2.4.26 Life skills;
17.2.4.27 Spiritual and faith-based support;
17.2.4.28 Education; and
17.2.4.29 Parent education and child development.

17.2.5 CJTA Annual Plan –Due October 1, for the biennium.

17.2.5.1 The BH-ASO must coordinate with the local legislative authority for the county or counties in its regional service area in order to facilitate the planning requirement as described in RCW 71.24.580(6). The Plan shall:

17.2.5.1.1 Describe in detail how substance use disorder treatment and support services will be delivered within the region;

17.2.5.1.2 Address the CJTA Account Match Requirement by providing a local participation match of all HCA- provided criminal justice awards;

17.2.5.1.3 Include details on special projects such as best practices/treatment strategies, significant underserved population(s), or regional endeavors, including the following:

17.2.5.1.3.1 Describe the project and how it will be consistent with the strategic plan;

17.2.5.1.3.2 Describe how the project will enhance treatment services for offenders;

17.2.5.1.3.3 Indicate the number of offenders who were served using innovative funds;

17.2.5.1.3.4 Detail the original goals and objectives of the project.

17.2.6 Completed plans must be submitted to HCA for review and approval. Once approved, the Contractor must implement its plan as written.

17.2.7 State Appropriation Recoupment

17.2.7.1 Per 71.24.582, HCA authority shall monitor and review, on an annual basis, expenditures related to CJTA appropriations.

17.2.7.2 HCA will help recoup and redistribute underspent or overspent funds on an annual basis to ensure per 71.24.582, any remaining unspent CJTA appropriations will be returned to HCA at the end of the State Fiscal biennium.

17.3 **MAT in Therapeutic Courts**

17.3.1 Per RCW 71.24.580, “If a region or county uses Criminal Justice Treatment Account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource.”

17.3.1.1 The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:

17.3.1.1.1 The Contractor will only subcontract with Therapeutic Courts that have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.

17.3.1.1.2 The Contractor will only subcontract with Therapeutic Court programs that work with licensed SUD behavioral health treatment agencies that have policy and procedures in place ensuring they will not deny services to Individuals who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.

17.3.1.1.3 The Contractor may not subcontract with a Therapeutic Court program that is known to have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.

17.3.1.1.4 The Contractor must notify the HCA if it discovers that a CJTA funded Therapeutic program is practicing any of the following:

17.3.1.1.4.1 Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;

17.3.1.1.4.2 Requiring participants already in the program to discontinue medication regime in order to be in compliance with program requirements;

17.3.1.1.4.3 Requiring discontinuation, titration, or alteration of their medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.

17.3.1.1.5 All decisions regarding an Individual's amenability and appropriateness for MOUD will be made by the Individual in concert with a medical professional.

18 FEDERAL BLOCK GRANTS (FBG)

18.1 N/A

18.2 The Contractor shall provide, or subcontract for services, according to the approved regional MHBG and the regional SABG project plans.

18.3 The Contractor shall provide MHBG services to promote Recovery for an adult with a SMI and resiliency for SED children in accordance with federal and state requirements. SABG funds shall be used to provide services to priority populations.

18.4 The Contractor shall ensure that FBG funds are used only for services to Individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described below:

Benefits	Services	Use MHBG or SABG Funds	Use Medicaid
Individual is not a Medicaid recipient	Any Allowable Type	Yes	No
Individual is a Medicaid recipient	Allowed under Medicaid	No	Yes
Individual is a Medicaid recipient	Not Allowed under Medicaid	Yes	No

18.5 N/A

18.6 FBG requires annual peer reviews by individuals with expertise in the field of mental health treatment (for MHBG) and by individuals with expertise in the field of drug abuse treatment (for SABG) consisting of at least 5 percent of treatment providers. The Contractor and Subcontractors shall participate in a peer review process when requested by HCA (42 U.S.C. 300x-53 (a) and 45 C.F.R. 96.136, MHBG Service Provisions).

18.7 N/A

19 JAIL TRANSITION SERVICES

19.1 Jail Transition Services are to be provided within the identified resources in Exhibit A.

19.2 The Contractor shall coordinate with local law enforcement, courts and jail personnel to they meet the needs of Individuals detained in city, county, tribal, and regional jails.

19.3 The Contractor must identify and provide transition services to persons with mental illness and/or co-occurring disorders to expedite and facilitate their return to the community.

19.4 The Contractor shall accept referrals for intake of persons who are not enrolled in community mental health services but who meet priority populations as defined in Chapter 71.24 RCW. The Contractor must conduct

mental health intake assessments for these persons and when appropriate provide transition services prior to their release from jail.

19.5 The Contractor shall assist Individuals with mental illness in completing and submitting an application for medical assistance prior to release from jail.

19.6 The Contractor shall assist Individuals with mental illness and/or co-occurring disorders with the coordination of the re-activation of Medicaid benefits if those benefits were suspended while the Individual was incarcerated, which may involve coordinating the submission of prior-authorization with the managed care organizations.

19.7 **Pre-release services shall include:**

19.7.1 Mental health and Substance Use Disorder (SUD) screening for Individuals who display behavior consistent with a need for such screening who submit a Hail Kite requesting services, or have been referred by jail staff, or officers of the court.

19.7.2 Mental health intake assessments for persons identified during the mental health screening as a member of apriority population.

19.7.3 Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.

19.7.4 Other prudent pre-release and pre-trial case management and transition planning.

19.7.5 Direct mental health or SUD services to Individuals who are in jails that have no mental health staff working in the jail providing services.

19.7.6 Post-release outreach to ensure follow-up for mental health and other services (e.g. SUD) to stabilize Individuals in the community.

19.7.7 If the Contractor has provided the jail services in this section the Contractor may also use the Jail Coordination Services funds, if sufficient, to facilitate any of the following:

19.7.7.1 Daily cross-reference between new booking and the Data Store to identify newly booked persons.

19.7.7.2 Develop individual alternative service plans (alternative to the jail) for submission to the courts. Plans will incorporate evidence-based risk assessment screening tools.

19.7.7.3 Inter-local Agreements with juvenile detention facilities.

19.7.7.4 Provide up to a seven (7) day supply of medications for the treatment of mental health symptoms following the release from jail.

19.7.7.5 Training to local law enforcement and jail services personnel regarding de-escalation, crisis intervention, and similar training topics.

20 DEDICATED MARIJUANA ACCOUNT (DMA) N/A

21 FAMILY YOUTH SYSTEM PARTNER ROUNDTABLE (FYSPRT) N/A

22 COMMUNITY BEHAVIORAL ENHANCEMENT FUNDS (CBHEF) N/A

23 BEHAVIORAL HEALTH ADVISORY BOARD (ADVISORY BOARD) N/A

24 CRISIS TRIAGE/STABILIZATION CENTERS AND INCREASING PSYCHIATRIC RESIDENTIAL TREATMENT BEDS N/A

25 BUSINESS CONTINUITY AND DISASTER RECOVERY

25.1 The Contractor shall have a primary and back-up system for electronic submission of data requested by HCA. The system shall include the use of the Inter-Governmental Network (IGN) Information Systems Services Division (ISSD) approved secured virtual private network (VPN) or other
ISSD-approved dial-up. In the event these methods of transmission are unavailable and immediate data transmission is necessary, an alternate method of submission will be considered based on HCA approval.

25.2 The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstitution of the Individual information system following total loss of the primary system or a substantial loss of functionality. The plan shall include the following:

25.2.1 A mission or scope statement.

25.2.2 Information services disaster recovery person (s).

25.2.3 Provisions for back up of key personnel, emergency procedures, and emergency telephone numbers.

25.2.4 Procedures for effective communication, applications inventory and business recovery priorities, and hardware and software vendor lists.

25.2.5 Documentation of updated system and operations and a process for frequent back up of systems and data.

25.2.6 Off-site storage of system and data backups and ability to recover data and systems from back-up files.

25.2.7 Designated recovery options.

25.2.8 Evidence that disaster recovery tests or drills have been performed.

25.3 The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by January 1 of each Contract year. The certification must indicate the plan is up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor and Subcontractor plans are available for HCA to review and audit.

Exhibit O
DATA USE, SECURITY AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Exhibit:

1.1 **"Authorized User"** means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

1.2 **"Breach"** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.

1.3 **"Business Associate"** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

1.4 **Business Associate Agreement"** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

1.5 **"Covered Entity"** means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by tis health care components.

1.6 **"Data"** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Exhibit, Data means the same as "Confidential Information."

1.7 **"Designated Record Set"** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

1.8 **"Disclosure"** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

1.9 **"Electronic Protected Health Information (ePHI)"** means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 C.F.R. § 160.103.

1.10 **"Hardened Password"** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.

1.10.1 Passwords for external authentication must be a minimum of 10 characters long.

1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.

1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

1.11 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.

1.12 **"HIPAA Rules"** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

1.13 **"Medicare Data Use Requirements"** refers to the four documents attached and incorporated into this Exhibit as Schedules 1, 2, 3, and 4 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.

1.14 **"Minimum Necessary"** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

1.15 **"Portable/Removable Media"** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).

1.16 **"Portable/Removable Devices"** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.

1.17 **"PRISM"** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.

1.18 **"Protected Health Information"** or "PHI" has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to individuals.

1.19 **"ProviderOne"** means the Medicaid Management Information System, which is the State's Medicaid payment system managed by HCA.

1.20 **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

1.21 **"Tracking"** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

1.22 **"Transmitting"** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.

1.23 **"Transport"** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.

1.24 **"Trusted System(s)"** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

1.25 **"U.S.C."** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at http://uscode.house.gov/

1.26 **"Unique User ID"** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

1.27 **"Use"** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3 PRISM Access

3.1 Purpose. To provide Contractor, and subcontractors, with access to pertinent Individual-level Medicaid and Medicare Data via look-up access to the online PRISM application and to provider Contractor staff and Subcontractor staff who have a need to know Individual-level Data in order to coordinate care, improve quality, and manage services for Individuals, with selected quality improvement provider feedback reports.

3.2 Justification. The Data being accessed is necessary for Contractor to provide care coordination, quality improvement, and case management services for Individuals.

3.3 PRISM Data Constraints

3.3.1 The Data contained in PRISM is owned and belongs to DSHS and HCA.

3.3.2 The Data shared may only be used for care coordination and quality improvement purposes, and no other purposes.

3.4 System Access. Contractor may request access for specific Authorized Users with a need-to-know to view Data in the PRISM System under this Contract.

3.4.1 Contractor Contract Manager, or their designee, must complete and sign the PRISM Access Request Form, Schedule 5, for each proposed Authorized User. The completed form must be sent to prism.admin@dshs.wa.gov with a copy to hcamcprograms@hca.wa.gov. HCA and DSHS will only accept requests from the Contractor Contract Manager or their designee.

3.4.2 Contractor must access the system through SecureAccessWashington (SAW) or through another method of secure access approved by HCA and DSHS.

3.4.3 HCA and DSHS will grant the appropriate access permissions to Contractor employees or Subcontractor employees.

3.4.4 HCA and DSHS **do not** allow shared User IDs and passwords for use with Confidential Information or to access systems that contain Confidential Information. Contractor must ensure that only Authorized Users access and use the systems and do not allow employees, agents, or Subcontractors who are not authorized to borrow a User ID or password to access any systems.

3.4.5 Contractor will notify the prism.admin@dshs.wa.gov with a copy to hcamcprograms@hca.wa.gov within five (5) business days whenever an Authorized User who has access to the Data is no longer employed or contracted by the Contractor, or whenever an Authorized User's duties change such that the user no longer requires access to the Data.

3.4.6 Contractor's access to the system may be continuously tracked and monitored. HCA and DSHS reserve the right at any time to terminate the Data access for an individual, conduct audits of systems access and use, and to investigate possible violations of this Exhibit, federal, or state laws and regulations governing access to Protected Health Information.

4 Constraints on Use of Data

4.1 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without HCA's prior written consent.

4.2 Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Party 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient wth a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.

4.2.1 The information received under subsection 7.7 of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA and their Subcontractors to:

4.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;

4.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and

4.2.1.3 Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).

4.3 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.

4.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.

4.4.1 Contractor must identify:

4.4.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and

4.4.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.

4.4.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.

4.5 For all Data, including claims data, that is individually identifiable, shared outside of Contractor's system for research or data analytics not conducted on behalf of the Contractor, Contractor must provide HCA with 30 calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between Contractor and HCA data governance initiatives. Contractor will provide notice to HCAData@hca.wa.gov and hcamcprograms@hca.wa.gov. Notice will include:

4.5.1 The party/ies the Data will be shared with;

4.5.2 The purpose of the sharing; and

4.5.3 A description of the types of Data involved, including specific data elements to be shared.

4.6 Contractor must provide a report by the 15th of each month of all Data, individually identifiable and de-identified, regarding Individuals, including claims data, shared with external entities, including but not limited to Subcontractors and researchers, to HCA via hcabhaso@hca.wa.gov on the supplied template, Data Shared with External Entities Report.

5 Security of Data

5.1 Data Protection

5.1.1 The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

5.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

5.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information.

5.2 Data Security Standards

5.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

5.2.2 Data Transmitting

5.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.

5.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

5.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

5.2.3.1 Data at Rest:

5.2.3.1.1 Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

5.2.3.2 Data stored on Portable/Removable Media or Devices

5.2.3.2.1 Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

5.2.3.2.2 HCA's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

a. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

b. Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

c. Keeping devices in locked storage when not in use;

d. Using check-in/check-out procedures when devices are shared;

e. Maintaining an inventory of devices; and

f. Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

5.2.3.3 Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only 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.

5.2.4 Data Segregation

5.2.4.1 HCA Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

5.2.4.2 HCA's Data must be kept in one of the following ways:

5.2.4.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;

5.2.4.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;

5.2.4.2.3 In a database that contains only HCA Data;

5.2.4.2.4 Within a database – HCA data must be distinguishable from non-HCA Data by the value of a specific field or fields within database records;

5.2.4.2.5 Physically segregated from non-HCA Data in a drawer, folder, or other container when stored as physical paper documents.

5.2.4.3 When it is not feasible or practical to segregate HCA's Data from non-HCA data, both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

5.3 Data Disposition

5.3.1 Upon request by HCA, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.

5.3.2 Media are to be destroyed using a method documented within NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).

5.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.b.iii, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

6 Data Confidentiality and Non-Disclosure

6.1 Data Confidentiality.

6.1.1 The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

6.1.1.1 as provided by law; or

6.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

6.2 Non-Disclosure of Data

6.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Exhibit before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Exhibit before they gain access to the Data.

6.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to HCA upon request.

6.3 Penalties for Unauthorized Disclosure of Data

6.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

6.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

7 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Exhibit in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor. Contractor must provide an attestation by January 31, each year that all Subcontractor meet, or continue to meet, the terms, conditions, and requirements in this Exhibit.

8 Data Breach Notification

8.1 The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at **PrivacyOfficer@hca.wa.gov** and to the BH-ASO Contract Manager at **hcabhaso@hca.wa.gov** within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

8.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

8.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

8.1.3 A description of the types of PHI involved;

8.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;

8.1.5 Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and

8.1.6 Any other information HCA reasonably requests.

8.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.

8.3 The Contractor must notify HCA in writing, as described in 8.a above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.

8.4 At HCA's request, the Contractor will provide draft Individual notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.

8.5 At HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

9 HIPAA Compliance

This section of the Exhibit is the Business Associate Agreement (BAA) required by HIPAA. The Contractor is a "Business Associate" of HCA as defined in the HIPAA Rules.

9.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 8, is:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO Box 42704
Olympia, WA 98504-2704
Telephone: (360) 725-2108
Email: PrivacyOfficer@hca.wa.gov

9.2 Compliance. Contractor must perform all Contract duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

9.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:

9.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protect Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.

9.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contractor. See 45 C.F.R. § 164.514(d)(2) through (d)(5).

9.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.

9.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

9.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.

9.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by HCA, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

9.3.7 Failure to Cure. If HCA learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Exhibit and reasonable steps by the Contractor do not end the violation, HCA may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.

9.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by HCA, if HCA determines Contractor has violated a material term of this Business Associate Agreement. HCA may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

9.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of HCA, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.

9.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from HCA, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of HCA, Contractor must:

9.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;

9.3.10.2 Return to HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;

9.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;

9.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions section out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and

9.3.10.5 Return to HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

9.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.

9.4 Individual Rights.

9.4.1 Accounting of Disclosures.

9.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.

9.4.1.2 Within ten (10) business days of a request from HCA, Contractor will make available to HCA the information in Contractor's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).

9.4.1.3 At the request of HCA or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

9.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

9.4.2 Access.

9.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by HCA or the Individual as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.

9.4.2.2 When the request is made by the Individual to the Contractor or if HCA ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by HCA, the Contractor will provide the records to HCA within ten (10) business days.

9.4.3 Amendment.

9.4.3.1 If HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and HCA has previously provided the PHI or record that is the subject of the amendment to Contractor, then HCA will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.

9.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by HCA or as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.

9.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).

9.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).

9.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

9.8 Miscellaneous Provisions.

9.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

9.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

10 Inspection

HCA reserves the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

11 Indemnification

The Contractor must indemnify and hold HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.

ATTACHMENT C: BUDGET/RATE SHEET

Salish Behavioral Health Administrative Services Organization

Budget/Rate Sheet

Contractor: Agape Unlimited

Time Period: January 1, 2020 - December 31, 2020

Contractor Specific Rates:

Substance Use Disorder

(1) Outpatient Treatment (Standard): $700 per month

(2) Recovery House: $54 per diem

(3) Criminal Justice Treatment Account: Not to exceed $19,465

(4) Childcare: Not to exceed $50,000

Available Budget: Fee For Service/Cost Reimbursement

All rates are all-inclusive.

Funding Source:

CFDA# 93.959 (SAPT) Block Grants for Prevention and Treatment of Substance Abuse

SAM Search Results
List of records matching your search for :

Search Term : Agape Unlimited*
Record Status: Active

ENTITY	Agape Unlimited		Status: Active
DUNS: 180149882	+4:	CAGE Code: 7Q4Q3	DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 4841 AUTO CENTER WAY STE 101			
City: BREMERTON		State/Province: WASHINGTON	
ZIP Code: 98312-4388		Country: UNITED STATES	