

**SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION
STANDARD CONTRACT**

Contract Number: KC-133-20
Contractor: Kitsap Community Resources
Amount: \$225,975
Contract Term: January 1, 2020 – June 30, 2020
CFDA#: Not Applicable

Purpose: This contract is entered into for the purpose of ensuring the provision of housing subsidies for individuals eligible for Housing and Recovery through Peer Services (HARPS) within Kitsap County.

This contract is made between Kitsap Community Resources (hereinafter "Contractor") and the Salish Behavioral Health Administrative Services Organization (hereinafter "SBHASO"). This notification of contract, including all material incorporated by reference, contains all terms and conditions agreed to by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. The Kitsap County Department of Human Services shall act as administrator of this contract on behalf of the SBHASO.

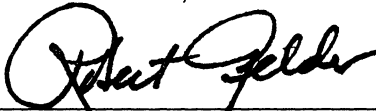
The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) HARPS Statement of Work; (4) Budget

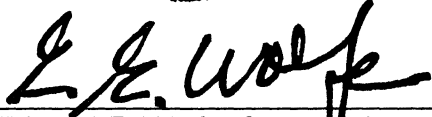
As evidenced by signatures hereon, the parties accept the terms and conditions of this contract.

This contract is effective January 1, 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 April 13, 2020

ATTEST

Dana Daniels, Clerk of the Board

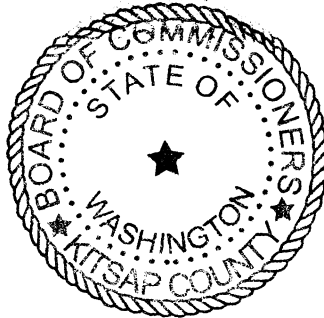
CONTRACTOR:


Name: Jeff Alevy

Title: Executive Director

I attest that I have the authority to sign
this contract on behalf of Kitsap
Community Resources

3/4/2020
DATE



GENERAL AGREEMENT

SECTION I. CONTRACTOR REQUIREMENTS

Contractor agrees to perform the services as set forth in the Statement of Work Attachment B, as attached herein.

A. Authority

Contractor possesses legal authority to apply for the funds covered under this contract.

B. Assignment/ Subcontract

1. Contractor shall not assign its rights and/or duties under this contract without the prior written consent of the SBHASO.
2. Contractor shall obtain written approval for assignment from the Contract Administrator prior to entering into any subcontract for the performance of any services contemplated by this contract; provided, however, that approval shall not be unreasonably withheld.
 - a. In the event that the Contractor enters into any subcontract agreement funded with money from this contract, the Contractor is responsible for subcontractor:
 - o Compliance with applicable terms and conditions of this contract;
 - o Compliance with all applicable law; and.
 - o Provision of insurance coverage for its activities.

C. Limitations on Payments

1. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications and experience.
2. Contractor shall pay no more than reasonable market value for equipment and/or supplies.
3. Any cost incurred by Contractor over and above the year-end sums set out in the budgets shall be at Contractor's sole risk and expense.

D. Compliance with Laws

1. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.
2. Contractor shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances.
3. Contractor shall comply with RCW Chapter 71, as well as all applicable federal, state, local statutes and SBHASO policies, procedures and practices.
4. Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the

presence of any sensory, mental or physical disability; provided, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the individual from performing the essential functions of his or her employment position, even with reasonable accommodation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

E. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Salish Behavioral Health Administrative Services Organization, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this contract.

F. Insurance

1. For the duration of the contract and until all work specified in the contract is completed, Contractor shall maintain in effect all insurance as required herein. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to the SBHASO. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance, signed by the insurance agent for the Contractor and returned to
Program Lead, Salish Behavioral Health Administrative Services Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.
2. The Contractor's insurer shall have a minimum A.M. Best's Rating of A-VII.
3. Coverage shall include the following terms and conditions:

- a. The policy shall be endorsed and certificate shall reflect that the SBHASO and Clallam, Jefferson and Kitsap Counties are named as an additional insureds on the Contractor's General Liability Policy with respect to the activities under this Contract.
 - b. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against which a claim is made or a suit is brought except with respect to the limits of the Contractor's liability.
 - c. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by Kitsap County on behalf of the SBHASO shall be excess and not contributory insurance to that provided by the Contractor.
 - d. If for any reason, any material change occurs in the coverage during the course of this contract, such changes shall not become effective until forty-five (45) days after Kitsap County Risk Management has received written notice of changes.
 - e. SBHASO and Clallam, Jefferson and Kitsap Counties have no obligation to report occurrences unless a claim is filed with the SBHASO; and SBHASO or Clallam, Jefferson or Kitsap Counties have no obligation to pay premiums.
4. The Contractor shall insure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss.
- a. Fidelity bonding secured pursuant to this contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
 - b. If requested, the Contractor will provide a copy of the bonding instrument or a certification of the same from the bond issuing agency.
5. **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
6. The Contractor shall have insurance coverage and limits as follows:
- a. Comprehensive Liability

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance with limits of not less than:

COVERAGE	LIMITS OF LIABILITY
-----------------	----------------------------

Comprehensive General Liability Insurance

- | | |
|---|-----------------------------|
| a. Bodily Injury Liability | \$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence |
| OR | |
| c. Combined Bodily Injury/Property Damage Liability | \$2,000,000 aggregate |

Comprehensive Automobile Liability Insurance

- | | |
|--------------------------------------|--|
| a. Bodily Injury Liability | \$1,000,000 each person
\$1,000,000 each occurrence |
| b. Property Damage Liability | \$1,000,000 each occurrence |
| OR | |
| c. Combined Single Limit Coverage of | \$2,000,000 |

- b. Professional Liability Insurance with limits of not less than:

Professional Liability Insurance \$1,000,000 each occurrence

G. Conflict of Interest

Contractor agrees to avoid organizational conflict of interest and the Contractor's employees will avoid personal conflict of interest and the appearance of conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

H. Documentation

1. Contractor shall maintain readily accessible records and documents sufficient to provide an audit trail needed by the SBHASO to identify the receipt and expenditure of funds under this contract, and to keep on record all source documents such as time and payroll records, mileage reports, supplies and material receipts, purchased equipment receipts, and other receipts for goods and services.
2. The Contractor is required to maintain property record cards and property identification tabs as may be directed by SBHASO codes and changes thereto. This applies only to property purchased from funds under this contract specifically designated for such purchases. Ownership of equipment purchased with funds under this contract so designated for purchase shall rest in the SBHASO and such equipment shall be so identified.

3. The Contractor shall provide a detailed record of all sources of income for any programs it operates pursuant to this contract, including state grants, fees, donations, federal funds and others for funds outlined in appropriate addenda. Expenditure of all funds payable under this contract must be in accordance with the approved Statement of Work.
4. The SBHASO shall have the right to review the financial and service components of the program as established by the Contractor by whatever means are deemed expedient by the SBHASO, or their respective delegates. Such review may include, but is not limited to, with reasonable notice, on-site inspection by SBHASO agents or employees, inspection of all records or other materials which the SBHASO deems pertinent to this contract and its performance, except those deemed confidential by law.
5. All property and patent rights, including publication rights, and other documentation, including machine-readable media, produced by the Contractor in connection with the work provided for under this contract shall vest in the SBHASO. The Contractor shall not publish any of the results of this contract work without the advance written permission of the SBHASO. Such material will be delivered to the SBHASO upon request.

SECTION II. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this contract, and the conduct and control of the services will lie solely with the Contractor. No official, officer, agent, employee, or servant of the Contractor shall be, or deemed to be, an official, officer, employee, servant, or otherwise of the SBHASO for any purpose; and the employees of the Contractor are not entitled to any of the benefits the SBHASO provides for SBHASO employees. It is understood that the SBHASO does not agree to use Contractor exclusively. Contractor will be solely and entirely responsible for its acts and for the acts of its officials, officers, agents, employees, servants, subcontractors, or otherwise during the performance of this agreement.

In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, SBHASO being interested only in the results obtained. However, the work contemplated herein must meet the approval of the SBHASO and shall be subject to SBHASO's general right of inspection and supervision to secure the satisfactory completion thereof.

In the event that any of the Contractor's officials, officers, employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may either jeopardize the funding of this agreement or indicate said officials, officers, employees, agents or servants are unfit to provide those services as set forth within, the Contractor shall be responsible for taking adequate measures to prevent said official, officer, employee, agent or servant from performing or providing any of the services as called for within.

SECTION III. MODIFICATION

No change, addition or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument. Either party may request that the contract terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside of the control of either party.

SECTION IV. TERMINATION

A. Failure to Perform

This contract may be terminated, in whole, or in part, without limiting remedies, by either party to this contract if the other party materially fails to perform in accordance with the terms of this contract. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

B. Without Cause

Either party to this contract may elect to terminate this contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

C. Funding

The SBHASO may unilaterally terminate or negotiate modification of this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during this contract period, or if federal or state grant terms and regulations change significantly.

In the event of early contract termination initiated by either party for whatever reason, the Contractor is only entitled to costs incurred prior to the time of contract termination.

SECTION V. LEGAL REMEDIES

Nothing in this contract shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this contract. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

SECTION VI. VENUE AND CHOICE OF LAW

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington,

County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

SECTION VII. WAIVER

No official, officer, employee, or agent of SBHASO has the power, right, or authority to waive any of the conditions or provisions of this contract. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. The failure of the SBHASO to enforce at any time any of the provisions of this contract, or to require at any time performance by Contractor of any provisions hereof, shall in no way be construed to be a waiver of such provisions, or in any way affect the validity of this contract or any part, hereof, or the right of SBHASO to thereafter enforce each and every provision.

SECTION VIII. NOTICES

All notices called for or provided for in this contract shall be in writing and must be served on the party either personally or by certified mail and shall be deemed served when deposited in the United States mail. Such notice shall be made to:

Jeff Alevy, Executive Director
Kitsap Community Resources
1201 Park Avenue
Bremerton, WA 98337

Stephanie Lewis, Administrator
Kitsap County
614 Division St., MS-23
Port Orchard, WA 98366-4676

SECTION IX. PAYMENTS

- A. All payments to be made by Kitsap County, on behalf of the SBHASO, under this agreement shall be made to: Kitsap Community Resources, City of Bremerton, County of Kitsap, State of Washington.

This contract shall not exceed the amount set forth in the contract budget/rate sheet, Attachment C. Contractor agrees to participate in and be bound by determinations arising out of the SBHASO's disallowed cost resolution process.

SECTION X. DURATION

The Contractor is authorized to commence January 1, 2020 providing services pursuant to this contract. This agreement shall terminate on June 30, 2020, unless terminated sooner as provided herein.

SECTION XI. WHOLE AGREEMENT

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

SECTION XII. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular part, term, or provision held to be invalid.

SECTION XIII. ATTACHMENTS. The parties acknowledge that the following attachments, which are attached to this Contract, are expressly incorporated by this reference:

- Attachment A: Special Terms and Conditions
- Attachment A-1: Exhibit O
- Attachment B: HARPS Statement of Work
- Attachment B-1: HARPS Bridge Log
- Attachment B-2: SUD HARPS Log
- Attachment B-3: HARPS Commerce Subsidy Statement of Work
- Attachment B-4: Commerce Subsidy Log
- Attachment C: Budget
- Attachment D: Business Associate Agreement
- Attachment E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment F: Certification Regarding Lobbying

The rights and obligations of the parties shall be subject to, and governed by, the terms and conditions contained herein and by the Statement of Work, General Agreement, Special Terms and Conditions, Business Associate Agreement and the Budget. In the event of any inconsistency in this notification of contract, including the items incorporated herein by reference, the inconsistency shall be resolved by giving precedence in the following order: (1) General Agreement; (2) Special Terms and Conditions; (3) Statement of Work; (4) Budget/Rate Sheet.

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

SECTION I. DEFINITIONS

For purposes of this Contract, the following terms shall have the meanings set forth below.

- 1.1 **Accountable Community of Health (ACH)**
“Accountable Community of Health (ACH)” means a regionally governed, public-private collaborative that is tailored by the region to achieve healthy communities and a Healthier Washington. ACHs convene multiple sectors and communities to coordinate systems that influence health, public health, the health care delivery providers, and systems that influence social determinations of health.
- 1.2 **Action**
“Action” means the denial or limited authorization of a Contracted Service based on medical necessity.
- 1.3 **Acute Withdrawal Management**
“Acute Withdrawal Management” means services provided to an individual to assist in the process of withdrawal from psychoactive substance in a safe and effective manner. Medically monitored withdrawal management provides medical care and physician supervision for withdrawal from alcohol or other drugs.
- 1.4 **Administrative Hearing**
“Administrative Hearing” means an adjudicative proceeding before an Administrative Law Judge or a Presiding Officer that is governed by Chapter 34.05 RCW or the Agency’s hearings rules found in Chapter 182 WAC.
- 1.5 **Advance Directive**
“Advance Directive” means a written instruction, such as a living will or durable power of attorney for health care relating to the provision of health care when an individual is incapacitated (WAC 182-501-0125).
- 1.6 **Administrative Function**
“Administrative Function” means any obligation other than the actual provision of behavioral health services.
- 1.7 **Alcohol/Drug Information School**
“Alcohol/Drug Information School” means a program that provides information regarding the use and abuse of alcohol/drugs in a structured educational setting. Alcohol/Drug Information Schools must meet the certification standards in WAC 246-341 (The service as described satisfies the level of intensity in ASAM Level 0.5).
- 1.8 **Allegation of Fraud**
“Allegation of Fraud” means an unproved assertion: an assertion, especially relating to wrongdoing or misconduct on the part of the individual. An allegation has yet to be proved or supported by evidence.

An Allegation of Fraud is an allegation, from any source, including but not limited to the following:

- 1.8.1 Fraud hotline complaints;
 - 1.8.2 Claims data mining; and
 - 1.8.3 Patterns identified through provider audits, civil false claims cases, and law enforcement investigations.
- 1.9 **American Society of Addiction Medicine (ASAM)**
“American Society of Addiction Medicine (ASAM)” means a professional medical society dedicated to increasing access and improving the quality of addiction treatment.
- 1.10 **American Society of Addiction Medicine (ASAM) Criteria**
“ASAM Criteria” are a comprehensive set of guidelines for determining placement, continued stay and transfer or discharge of Individuals with addiction conditions.
- 1.11 **Appeal**
“Appeal” means a request for review of an action.
- 1.12 **Appeal Process**
“Appeal Process” means the Contractor’s procedures for reviewing an action.
- 1.13 **Assessment Substance Use Disorder (SUD)**
“Assessment (SUD)” means the activities conducted to evaluate an individual to determine if the individual has a Substance Use Disorder and determine placement in accordance with the ASAM Criteria (WAC 182-538C-050).
- 1.14 **Available Resources**
“Available Resources” means funds appropriated for the purpose of providing behavioral health programs. This includes federal funds, except those provided according to Title XIX of the Social Security Act, and state funds appropriated by the Legislature.
- 1.15 **Behavioral Health**
“Behavioral Health” means mental health and SUD conditions and related services.
- 1.16 **Behavioral Health Administrative Service Organization (BH-ASO)**
“Behavioral Health Administrative Services Organization” means an entity selected by HCA to administer behavioral health programs, including Crisis Services and Ombuds for individuals in a defined Regional Service Area. The BH-ASO administers Crisis Services and Ombuds services for all individuals in its defined service area, regardless of an individual's ability to pay, including Medicaid eligible members.
- 1.17 **Behavioral Health Professional**
“Behavioral Health Professional” means a licensed physician board certified or board eligible in Psychiatry or Child and Adolescent Psychiatry, Addiction Medicine or Addiction Psychiatry, licensed doctoral level psychologist, Psychiatric Advanced Registered Nurse Practitioner (ARNP) or a licensed pharmacist.
- 1.18 **Breach**
“Breach” means the acquisition, access, use, or disclosure of Protected Health Information (PHI) in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of PHI, with the exclusions and exceptions listed in 45 C.F.R. § 164.402.

- 1.19 Brief Intervention for SUD**
“Brief Intervention for SUD” means a time limited, structured behavioral intervention using techniques such as evidence-based motivational interviewing, and referral to treatment services when indicated. Services may be provided at sites exterior to treatment facilities such as hospitals, medical clinics, schools or other non-traditional settings.
- 1.20 Brief Outpatient Treatment for SUD**
“Brief Outpatient Treatment for SUD” means a program of care and treatment that provides a systematic, focused process that relies on assessment, client engagement, and rapid implementation of change strategies. (The services as described satisfy the level of intensity in ASAM Level 1).
- 1.21 Business Associate Agreement**
“Business Associate Agreement” means an agreement under the federal Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), between a HIPAA covered entity HIPAA business associate. The agreement protects Personal Health Information (PHI) in accordance with HIPAA guidelines.
- 1.22 Business Hours**
“Business Hours” means 8:00 am to 5:00 pm Pacific Time, Monday through Friday.
- 1.23 Care Coordination**
“Care Coordination” means an Individual’s healthcare needs are coordinated with the assistance of a primary point of contact. The point of contact provides information to the Individual and the Individual’s caregivers, and works with the Individual to ensure the Individual receives the most appropriate treatment, while ensuring that care is not duplicated.
- 1.24 Case Management Services (SUD)**
“Case Management Services” means services provided by a Chemical Dependency Professional (CDP), Certified Chemical Dependency Professional Trainee (CDPT), or person under the clinical supervision of a CDP who will assist Individuals in gaining access to needed medical, social, education, and other services.
- 1.25 Centers for Medicare and Medicaid Services (CMS)**
An administrative agency of the United States Government, responsible for administering the Medicaid program.
- 1.26 Certified Chemical Dependency Professional (CDP)**
“Certified Chemical Dependency Professional (CDP)” means an individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.
- 1.27 Certified Peer Counselor (CPC)**
“Certified Peer Counselor (CPC)” means individuals that have met the requirements to help individuals and families identify goals that promote recovery and resiliency and help to identify services and activities to reach these goals.

- 1.28 **Chemical Dependency Professional Trainee (CDPT)**
“Chemical Dependency Professional Trainee (CDPT)” means an individual working toward the education and experience requirements for certification as a chemical dependency professional, and who has been credentialed as a CDPT.
- 1.29 **Childcare Services**
“Childcare Services” means the provision of childcare services to children of parents in treatment in order to complete the parent's plan for treatment services. Childcare services must be provided by licensed childcare providers.
- 1.30 **Child and Family Team (CFT)**
“Child and Family Team (CFT)” means a group of people – chosen with the family and connected to them through natural, community, and formal support relationships – who develop and implement the family's care plan, address unmet needs, and work toward the family's vision and team mission.
- 1.31 **Children's Long Term Inpatient Program (CLIP)**
“Children's Long Term Inpatient Program (CLIP)” is a medically based treatment approach, available to all Washington State residents, ages 5 to 18 years of age, providing 24 hour psychiatric treatment in a highly structured setting designed to assess, treat, and stabilize youth diagnosed with psychiatric and behavioral disorders.
- 1.32 **Children's Long Term Inpatient Programs Administration (CLIP Administration)**
“Children's Long Term Inpatient Programs Administration (CLIP Administration)” means the state appointed authority for policy and clinical decision-making regarding admission to and discharge from Children's Long Term Inpatient Programs.
- 1.33 **Code of Federal Regulations (CFR)**
“Code of Federal Regulations (CFR)” means the codification of the general and permanent rules and Regulations, sometimes called administrative law, published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 1.34 **Community Behavioral Health Advisory (CBHA) Board**
“Community Behavioral Health Advisory (CBHA) Board” means an advisory board representative of the demographic characteristics of the RSA in accordance with WAC 182-538D-0252.
- 1.35 **Community Health Workers (CHW)**
“Community Health Workers (CHW)” means individuals who serve as a liaison and advocate between social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery. CHW include Community Health Representatives (CHR) in the Indian Health Service funded, tribally contracted program.
- 1.36 **Community Mental Health Agency (CMHA)**
“Community Mental Health Agency (CMHA)” means a behavioral health agency that is licensed by the state of Washington and certified to provide mental health services.

1.37 Confidential Information

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or State law. Confidential Information includes, but is not limited to, personal information.

1.38 Continuity of Care

“Continuity of Care” means the provision of continuous care for chronic or acute medical and behavioral health conditions to maintain care that has started or been authorized in one (1) setting as the Individual transitions between: facility to home; facility to facility; providers or service areas; managed care Contractors; and Medicaid fee-for-service and managed care arrangements.

1.39 Contract

“Contract” means this entire written agreement between SBHASO and the Contractor, including any exhibits, documents, and materials incorporated by reference.

1.40 Contractor

“Contractor” means the individual or entity performing services pursuant to this Contract and includes the Contractor’s owners, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, officers, directors, partners, employees, and/or agents.

1.41 Continuing Education and Training

“Continuing Education and Training” means activities to support educational programs, training projects, or other professional development programs.

1.42 Contracted Services

“Contracted Services” means services that are to be provided by the Contractor under the terms of this Contract within Available Resources

1.43 Cost Reimbursement

“Cost Reimbursement” means the Subcontractor is reimbursed for actual costs up to the maximum consideration allowed in this Contract.

1.44 Cost Sharing

“Cost Sharing” means the costs an Individual pays for services not covered by the BH-ASO. Block grant funds may be used to cover health insurance deductibles, coinsurance, and copayments to assist eligible Individuals in meeting their cost-sharing responsibilities.

1.45 Criminal Justice Treatment Account (CJTA)

“Criminal Justice Treatment Account” means an account created by the state for expenditure on: a) SUD treatment and treatment support services for offenders with a SUD that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State; b) the provision of drug and alcohol treatment services and treatment support services for nonviolent offenders within a drug court program (RCW 71.24.580).

- 1.46 Crisis**
“Crisis” means a behavioral health crisis, defined as a turning point, or a time, a stage, or an event, whose outcome includes a distinct possibility of an undesirable outcome.
- 1.47 Crisis Services (Behavioral Health)**
“Crisis Services (Behavioral Health) means providing evaluation and short term treatment and other services to individuals with an emergent mental health condition or are intoxicated or incapacitated due to substance use and when there is an immediate threat to the individual’s health or safety.
- 1.48 Critical Incident**
A situation or occurrence that places a client at risk for potential harm or causes harm to a client. Examples include homicide (attempted or completed), suicide (attempted or completed), the unexpected death of a client, or the abuse, neglect, or exploitation of a client by an employee or volunteer.
- 1.49 Day Support**
“Day Support” means an intensive rehabilitative program which provides a range of integrated and varied life skills training (e.g., health, hygiene, nutritional issues, money management, maintaining living arrangement, symptom management) for Individuals to promote improved functioning or a restoration to a previous higher level of functioning.
- 1.50 Debarment**
“Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- 1.51 Department of Children, Youth and Families (DCYF)**
“Department of Children, Youth and Families (DCYF) means the Washington State agency responsible for keeping Washington children safe, strengthening families and supporting foster children in their communities.
- 1.52 Department of Health (DOH)**
“Department of Health (DOH)” means the Washington State agency responsible for the licensing and certification of health service providers.
- 1.53 Department of Social and Health Services (DSHS)**
“Department of Social and Health Services (DSHS)” means the Washington State agency responsible for providing a broad array of health care and social services.
- 1.54 Designated Crisis Responder (DCR)**
“Designated Crisis Responder (DCR)” means a person designated by the county or other authority authorized in rule, to perform the civil commitment duties described in Chapters 71.05 RCW and 71.34 RCW.
- 1.55 Disaster Outreach**
“Disaster Outreach” means contacting persons in their place of residence or other settings to provide support, education, information and referral to resources in the event of a disaster.

- 1.56 **Director**
“Director” means the Director of HCA. In his or her sole discretion, the Director may designate a representative to act on the Director’s behalf. Any designation may include the representative’s authority to hear, consider, review, and/or determine any matter.
- 1.57 **Division of Behavioral Health and Recovery (DBHR)**
“Division of Behavioral Health and Recovery” or “DBHR” means the HCA behavioral health division.
- 1.58 **Emergency Medical Condition**
“Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.
- 1.59 **Emergency Services**
“Emergency Services” means inpatient and outpatient Contracted Services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an Emergency Medical Condition.
- 1.60 **Encrypt**
“Encrypt” means to encipher or encode electronic data using software that generates a minimum key length of one hundred twenty-eight (128) bits.
- 1.61 **Evaluation and Treatment**
“Evaluation and Treatment” means services provided for individuals who pose an actual or imminent danger to self, others, or property due to a mental illness, or who have experienced a marked decline in their ability to care for self-due to the onset or exacerbation of a psychiatric disorder. Services are provided in freestanding inpatient residential (non-hospital/non-Institution for Mental Disease (IMD) facilities) licensed and certified by DOH to provide medically necessary evaluation
- 1.62 **External Entities (EE)**
“External Entities (EE)” means organizations that serve eligible Individuals and includes DSHS, DOH, Local Health Jurisdictions (LHJ), community-based service providers and services/programs defined in this Contract.
- 1.63 **Facility**
“Facility” means but is not limited to: a hospital, an inpatient rehabilitation center, Long-Term and Acute Care (LTAC) center, skilled nursing facility, and nursing home.
- 1.64 **Family Treatment**
“Family Treatment” means behavioral health counseling provided by or under the supervision of a Mental Health Professional for the direct benefit of an Individual. Service is provided with family members and/or other relevant persons in attendance as active participants.

- 1.65 **Federally Qualified Health Center (FQHC)**
“Federally Qualified Health Center (FQHC)” means a community-based organization that provides comprehensive primary care and preventive care, including health, dental, and behavioral health services to people of all ages, regardless of their ability to pay or health insurance status.
- 1.66 **First Responders**
“First Responders” means police, sheriff, fire, emergency, medical and hospital emergency rooms, and 911 call centers.
- 1.67 **Fraud**
“Fraud” means an intentional deception or misrepresentation made by a person (individual or entity) with the knowledge that the deception could result in some unauthorized benefit to him or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.
- 1.68 **Global Appraisal of Individual Needs Shorter Screener (GAIN-SS)**
“Global Appraisal of Individual Needs Shorter Screener (GAIN-SS)” means the integrated, comprehensive screening for behavioral health conditions.
- 1.69 **General Fund State/Federal Block Grants (GFS/FBG)**
“General Fund State/Federal Block Grants (GFS/FBGs)” means the services provided by the Contractor under this Contract and funded by Federal Block Grants or General Fund State (GFS).
- 1.70 **Grievance**
“Grievance” means an expression of dissatisfaction about any matter other than an action. Possible subjects for grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Individual’s rights.
- 1.71 **Grievance Process**
“Grievance Process” means the procedure for addressing Individuals’ grievances.
- 1.72 **Grievance System**
“Grievance System” means the overall system that includes Grievances and Appeals handled by the Contractor and access to the Administrative Hearing system.
- 1.73 **Guideline**
“Guideline” means a set of statements used to determine a course of action. A guideline streamlines utilization management decision-making processes according to a set routine or sound evidence-based clinical practice.
- 1.74 **Hardened Password**
“Hardened Password” prior to July 1, 2019 means a string of at least eight (8) characters containing at least one (1) alphabetic character, at least one (1) number, and at least one (1) special character such as an asterisk, ampersand, or exclamation point.

- 1.75 Health Care Authority (HCA)**
“Health Care Authority (HCA)” means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA or any of the officers or other officials lawfully representing HCA.
- 1.76 Health Care Professional**
“Health Care Professional” means a physician or any of the following acting within his or her scope of practice; an applied behavior analyst, certified registered dietitian, naturopath, podiatrist, optometrist, optician, osteopath, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner or clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), licensed midwife, licensed clinical social worker, licensed mental health counselor, licensed marriage and family therapist, registered respiratory therapist, pharmacist, and certified respiratory therapy technician.
- 1.77 High Intensity Treatment**
“High Intensity Treatment” means intensive levels of service provided to Individuals who require a multi-disciplinary treatment team in the community that is available upon demand twenty-four hours per day, seven days per week.
- 1.78 Independent Peer Review**
“Independent Peer Review” means to assess the quality, appropriateness, and efficacy of treatment services provided to Individuals under the program involved.
- 1.79 Individual**
“Individual” means any person in the RSA regardless of income, ability to pay, insurance status or county of residence. With respect to non-Crisis Services, “Individual” means a person who has applied for, is eligible for, or who has received GFS/FBG services through this contract.
- 1.80 Institute for Mental Disease (IMD)**
“Institute for Mental Disease (IMD)” means a hospital, nursing facility, or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services.
- 1.81 Indian Health Care Provider (IHCP)**
“Indian Health Care Provider (IHCP)” means the Indian Health Service and/or any Tribe, Tribal organization, or Urban Indian Health Program (UIHP) that provides Medicaid-reimbursable services.
- 1.82 Individuals with Intellectual or Developmental Disability (I/DD)**
“Individuals with Intellectual or Developmental Disability (I/DD)” means people with a disability characterized by significant limitations in both intellectual functioning and in adaptive behavior, which covers many everyday social and practical skills.

1.83 Inpatient/Residential Substance Use Treatment Services

“Inpatient/Residential Substance Use Treatment Services” means rehabilitative services, including diagnostic evaluation and face-to-face individual or group counseling using therapeutic techniques directed toward individuals who are harmfully affected by the use of mood-altering chemicals or have been diagnosed with a Substance Use Disorder (SUD). Techniques have a goal of abstinence for individuals with SUDs. Provided in certified residential treatment facilities with sixteen (16) beds or less. Excludes room and board. Residential treatment services require additional program-specific certification by HCA, Division of Behavioral Health and Recovery and include:

- 1.83.1 Intensive inpatient services;
- 1.83.2 Recovery house treatment services;
- 1.83.3 Long-term residential treatment services; and
- 1.83.4 Youth residential services.

1.84 Intake Evaluation

“Intake Evaluation” means an evaluation that is culturally and age relevant initiated prior to the provision of any other mental health services, except Crisis Services, Stabilization Services, and free-standing evaluation and treatment.

1.85 Interim Services

“Interim Services” means services to Individuals who are currently waiting to enter a treatment program to reduce the adverse health effects of substance abuse, promote the health of the individual, and reduce the risk of transmission of disease.

1.86 Intensive Inpatient Residential Services

“Intensive Inpatient Residential Services” means a concentrated program of SUD treatment, individual and group counseling, education, and related activities including room and board in a twenty-four (24)hour-a-day supervised facility in accordance with Chapter 246-341 WAC (The service as described satisfies the level of intensity in ASAM Level 3.5).

1.87 Intensive Outpatient SUD Treatment

“Intensive Outpatient SUD Treatment” means services provided in a non-residential intensive patient centered outpatient program for treatment of SUD (The service as described satisfies the level of intensity in ASAM Level 2.1).

1.88 Involuntary Treatment Act (ITA)

“Involuntary Treatment Act (ITA)” are state laws that allow for individuals to be committed by court order to a Facility for a limited period of time. Involuntary civil commitments are meant to provide for the evaluation and treatment of individuals with a behavioral health disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. An initial commitment may last up to seventy-two (72) hours, but, if necessary, individuals can be committed for additional periods of fourteen (14), ninety (90), and one hundred eighty (180) calendar days (RCW 71.05.180, RCW 71.05.230 and RCW 71.05.290).

- 1.89 Involuntary Treatment Act Services**
“Involuntary Treatment Act Services” includes all services and Administrative Functions required for the evaluation and treatment of individuals civilly committed under the ITA in accordance with Chapters 71.05 and 71.34 RCW, and RCW 71.24.300.
- 1.90 Juvenile Drug Court**
“Juvenile Drug Court” means a specific juvenile court docket, dedicated to a heightened and intensified emphasis on therapy and accountability, as described by the U.S. Department of Justice, Bureau of Justice Assistance in the monograph, Juvenile Drug Courts: Strategies in Practice, March 2003.
- 1.91 Less Restrictive Alternative Treatment**
“Less Restrictive Alternative (LRA) Treatment” means a program of individualized treatment in a less restrictive setting than inpatient treatment that includes the services described in RCW 71.05.585.
- 1.92 Level of Care Guidelines**
“Level of Care Guidelines” is a set of guidelines for placement, continued stay and transfer or discharge of individuals with SUD and co-occurring conditions.
- 1.93 List of Excluded Individuals/Entities (LEIE)**
“List of Excluded Individuals/Entities (LEIE)” means an Office of Inspector General’s List of Excluded Individuals/Entities and provides information to the health care industry, patients, and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid, and all other federal health care programs.
- 1.94 Long-Term Care Residential SUD Services**
“Long-Term Care Residential SUD Services” means the care and treatment of chronically impaired Individuals diagnosed with SUD who also have impaired self-maintenance capabilities who reside in a twenty-four (24) hour-a-day, supervised facility in accordance with Chapter 246-341 WAC (The service as described satisfies the level of intensity in ASAM Level 3.3).
- 1.95 Lump Sum**
“Lump Sum” means the Subcontractor is reimbursed a negotiated amount for completion of requirements under the Subcontract.
- 1.96 Managed Care**
“Managed Care” means a prepaid, comprehensive system of medical and behavioral health care delivery including preventive, primary, specialty, and ancillary health services.
- 1.97 Managed Care Organization (MCO)**
“Managed Care Organization (MCO)” means an organization having a certificate of authority or certificate of registration from the Washington State Office of Insurance Commissioner that contracts with HCA under a comprehensive risk contract to provide prepaid health care services to eligible HCA Enrollees under HCA managed care programs.

1.98 Medically Necessary Services

"Medically Necessary Services" means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the Individual that endanger life, cause suffering of pain, result in an illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction.

1.99 Medication Assisted Treatment (MAT)

"Medication Assisted Treatment (MAT)" means the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of SUDs.

1.100 Medication Management

"Medication Management" means the prescribing and/or administering and reviewing of medications and their side effects.

1.101 Medication Monitoring

"Medication Monitoring" means face-to-face, one-on-one cueing, observing, and encouraging an Individual to take medications as prescribed.

1.102 Mental Health Block Grant or MHBG

"Mental Health Block Grant (MHBG)" means those funds granted by the Secretary of the Department of Health and Human Services (DHHS), through the Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA), to states to establish or expand an organized community-based system for providing mental health services for adults with Serious Mental Illness (SMI) and children who are seriously emotionally disturbed (SED).

1.103 Mental Health Parity

"Mental Health Parity" means the Washington state Office of the Insurance Commissioner rules for behavioral health parity, inclusive of mental health and SUD benefits that apply to this Contract (WAC 284-43-7000 through 284-43-7080).

1.104 Mental Health Professional

"Mental Health Professional" means:

1.104.1 A psychiatrist, psychologist, psychiatric nurse, psychiatric nurse practitioner, physician assistant supervised by a psychiatrist, or social worker as defined in RCW 71.05.020;

1.104.2 A person with a master's degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such persons shall have, in addition, at least two (2) years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional;

1.104.3 A person who meets the waiver criteria of RCW 71.24.260, which was granted before 1986;

- 1.104.4 A person who is licensed by DOH as a mental health counselor, mental health counselor associate, marriage and family therapist, or marriage and family therapist associate;
 - 1.104.5 A person who has an approved exception to perform the duties of a Mental Health Professional; or
 - 1.104.6 A person who has been granted a time-limited waiver of the minimum requirements of a Mental Health Professional.
- 1.105 **National Correct Coding Initiative (NCCI)**
 “National Correct Coding Initiative (NCCI)” means CMS-developed coding policies based on coding conventions defined in the American Medical Association’s Current Procedural Terminology (CPT) manual, national and local policies, and edits.
- 1.106 **Network Adequacy**
 “Network Adequacy” means a network of providers for the SBHASO that is sufficient in numbers and types of providers/facilities to ensure that all services are accessible to Individuals in this Contract and within Available Resources.
- 1.107 **Non-Participating Provider**
 “Non-Participating Provider” means a person, Health Care Provider, practitioner, facility, or entity acting within their scope of practice and licensure that does not have a provider service agreement with the Contractor but provides services to Individuals.
- 1.108 **Notice of Action**
 “Notice of Action” means a written notice that must be provided to Individuals to inform them that a requested Contracted Service was denied or received only a limited authorization based on medical necessity.
- 1.109 **Office of Inspector General (OIG)**
 “Office of Inspector General (OIG)” means the Office of Inspector General within the United States Department of Health and Human Services (DHHS).
- 1.110 **Opiate Dependency/HIV Services Outreach**
 “Opiate Dependency/HIV Services” means the provision of outreach and referral services to special populations to include opiate use disorder, Injecting Drug Users (IDU), HIV or Hepatitis C-positive individuals.
- 1.111 **Opiate Substitution Treatment**
 “Opiate Substitution Treatment” means assessment and treatment to opiate dependent patients. Services include prescribing and dispensing of an approved medication, as specified in 21 C.F.R. Part 291, for opiate substitution services in accordance with WAC 246-341 (The service as described satisfies the level of intensity in ASAM Level 1).

- 1.112 Opioid Treatment Program (OTP)**
“Opioid Treatment Program (OTP)” means a designated program that dispenses approved medication as specified in 21 C.F.R. Part 291 for opioid treatment in accordance with WAC 246-341-0100.
- 1.113 Outreach and Engagement**
“Outreach and Engagement” means identification of hard-to-reach Individuals with a possible SUD and/or SMI and engagement of these individuals in assessment and ongoing treatment services as necessary.
- 1.114 Overpayment**
“Overpayment” means any payment from SBHASO to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.
- 1.115 Participating Provider**
“Participating Provider” means a person, Health Care Provider, practitioner, or entity, acting within their scope of practice and licensure, with a written agreement with the Contractor to provide services to Individuals under the terms of this Contract.
- 1.116 Peer Bridger**
“Peer Bridger” means a trained Peer Support specialist who offers Peer Support services to participants in state hospitals and inpatient mental health facilities prior to discharge and after their return to their communities. The Peer Bridger must be an employee of a behavioral health agency licensed by DOH that provides recovery services.
- 1.117 Peer Support**
“Peer Support” means behavioral health services provided by peer counselors to individuals under the consultation, facilitation, or supervision of a Behavioral Health Professional, including Mental Health or Chemical Dependency Professional.
- 1.118 Personal Information**
“Personal Information” means information identifiable to any person including, but not limited to: information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- 1.119 Predictive Risk Intelligence System (PRISM)**
“Predictive Risk Intelligence System (PRISM)” means a DSHS-secure web-based predictive modeling and clinical decision support tool. It provides a unified view of medical, behavioral health, and long-term care service data that is refreshed on a weekly basis. PRISM provides prospective medical risk scores that are a measure of expected medical costs in the next twelve (12) months based on the patient’s disease profile and pharmacy utilization.
- 1.120 Pregnant and Post-Partum Women (PPW)**
“Pregnant and Post-Partum Women and Women with Dependent Children (PPW)” means: (i) women who are pregnant; (ii) women who are postpartum during the first year after pregnancy completion regardless of the outcome of the pregnancy or placement of children; or (iii) women who are parenting children, including those attempting to gain custody of children supervised by DCYF.

- 1.121 **Pregnant, Post-Partum or Parenting (PPW) Women’s Housing Support Services**
“Pregnant, Post-Partum or Parenting (PPW) Women’s Housing Support Services” means the costs incurred to provide support services to PPW individuals with children under the age of six (6) in a transitional residential housing program designed exclusively for this population.
- 1.122 **Prior Authorization**
“Prior Authorization” means the requirement that a provider must request, on behalf of an individual and when required by HCA or the HCA’s designee’s approval to provide a health care service before the individual receives the health care service.
- 1.123 **Provider**
“Provider” means an individual medical or Behavioral Health Professional, Health Care Professional, hospital, skilled nursing facility, other facility, or organization, pharmacy, program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.
- 1.124 **ProviderOne**
“ProviderOne” means the HCA’s Medicaid Management Information Payment Processing System, or any superseding platform as may be designated by HCA.
- 1.125 **Psychological Assessment**
“Psychological Assessment” means all psychometric services provided for evaluating, diagnostic, or therapeutic purposes by or under the supervision of a licensed psychologist.
- 1.126 **Recovery**
“Recovery” means a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.
- 1.127 **Recovery House Residential Treatment**
“Recovery House Residential Treatment” means a program of care and treatment with social, vocational, and recreational activities designed to aid individuals diagnosed with SUD in the adjustment to abstinence and to aid in job training, reentry to employment, or other types of community activities, excluding Room and Board in a twenty-four (24) hour-a-day supervised facility in accordance with WAC 246-341 (The service as described satisfies the level of intensity in ASAM Level 3.1).
- 1.128 **Recovery Support Services**
“Recovery Support Services” means a broad range of non-clinical services that assist individuals and families to initiate, stabilize, and maintain long-term Recovery from behavioral health disorders including mental illness and substance use disorders.
- 1.129 **Regional Service Area (RSA)**
“Regional Service Area (RSA)” means a single county or multi-county grouping formed for the purpose of health care purchasing.
- 1.130 **Regulation**
“Regulation” means any federal, State, or local Regulation or ordinance.

- 1.131 Rehabilitation Case Management**
“Rehabilitation Case Management” means a range of activities by the outpatient CMHA’s liaison conducted in or with a facility for the direct benefit of an Individual in the public mental health system.
- 1.132 Resilience**
“Resilience” means the capacity of individuals to recover from adversity, trauma, tragedy, threats, or other stresses or behavioral health challenges, and to live productive lives.
- 1.133 Revised Code of Washington (RCW)**
“Revised Code of Washington (RCW)” means the laws of the state of Washington.
- 1.134 Room and Board**
“Room and Board” means provision for services in a twenty-four (24) hour-a-day setting consistent with the requirements for Residential Treatment Facility Licensing through DOH (Chapter 246-337 WAC).
- 1.135 Substance Abuse Block Grant (SABG)**
“Substance Abuse Block Grant (SABG)” means the Federal Substance Abuse Block Grant Program) authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service Act.
- 1.136 Secure Detox Facility**
“Secure Detox Facility” means a facility operated by either a public or private agency as defined in RCW 71.05.020 that provides involuntary treatment to individuals detained for SUD ITA up to ASAM withdrawal management level 3.7.
- 1.137 Secured Area**
“Secured Area” means an area such as a building, room, or locked storage container to which only authorized representatives of the entity possessing Confidential Information have access.
- 1.138 Security Incident**
“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.
- 1.139 Serious Emotionally Disturbed (SED)**
“Serious Emotionally Disturbed (SED)” means children from birth up to age eighteen (18) who have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current Diagnostic and Statistical Manual of Mental Disorders (DSM) that results in functional impairment which substantially interferes with or limits the child’s role or functioning in family, school, or community activities.
- 1.140 Serious Mental Illness (SMI)**
“Serious Mental Illness (SMI)” means persons age eighteen (18) and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current Diagnostic and Statistical Manual of Mental Disorders (DSM) that has resulted in functional impairment which substantially limits one (1) or more major life activities such as employment, school, social relationships, etc.

- 1.141 Sobering Services**
“Sobering Services” means short-term (less than twenty-four (24) consecutive hours) emergency shelter, screening, and referral services to persons who are intoxicated or in active withdrawal.
- 1.142 Special Population Evaluation**
“Special Population Evaluation” means an evaluation by a child, geriatric, disabled, or ethnic minority specialist that considers age and cultural variables specific to the individual being evaluated and other culturally and age competent evaluation methods.
- 1.143 Stabilization Services**
“Stabilization Services” means services provided to Individuals who are experiencing a mental health crisis. These services are provided in the person's home, or another home-like setting, or a setting which provides safety for the individual and the Mental Health Professional. Stabilization Services may be provided prior to an Intake Evaluation for mental health services.
- 1.144 Sub-Acute Withdrawal Management (Detoxification)**
“Sub-Acute Withdrawal Management (Detoxification)” means detoxification services provided to an Individual to assist in the withdrawal from a psychoactive substance in a safe and effective manner. Sub-Acute is nonmedical detoxification or patient self-administration of withdrawal medications ordered by a physician, provided in a home-like environment.
- 1.145 Subcontract**
“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- 1.146 Substance Use Disorder (SUD)**
“Substance Use Disorder (SUD)” means a problematic pattern of use of alcohol and/or drugs that causes a clinically and functionally significant impairment, such as health problems, disability and failure to meet major responsibilities at work, school or home.
- 1.147 Substance Use Disorder Outpatient Treatment**
“Substance Use Disorder Outpatient Treatment” means services provided in a non-residential SUD treatment facility. Outpatient treatment services must meet the criteria in Chapter 246-341 WAC (The service as described satisfies the level of intensity in ASAM Level 1).
- 1.148 Therapeutic Interventions for Children**
“Therapeutic Interventions for Children” means services promoting the health and welfare of children that include: developmental assessment using recognized, standardized instruments; play therapy; behavioral modification; individual counseling; self-esteem building; and family intervention to modify parenting behavior and/or the child's environment to eliminate/prevent the child's dysfunctional behavior.
- 1.149 Therapeutic Psychoeducation**
“Therapeutic Psychoeducation” means informational and experiential services designed to aid Individuals, their family members (e.g., spouse, parents, siblings) and others identified by the Individuals as a primary support in the management of psychiatric conditions.

- 1.150 Tracking**
“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.
- 1.151 Transitional Age Youth (TAY)**
“Transition Age Youth (TAY)” means an individual between the ages of fifteen (15) and twenty-five (25) years who present unique service challenges because they are too old for pediatric services but are often not ready or eligible for adult services.
- 1.152 Transport**
“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.
- 1.153 Transportation**
“Transportation” means the transport of individuals to and from behavioral health treatment facilities.
- 1.154 Tribal Land**
“Tribal Land” means any territory within the state of Washington over which a Tribe has legal jurisdiction, including any lands held in trust for the Tribe by the federal government.
- 1.155 Trusted Systems**
“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.
- 1.156 Unique User ID**
“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.
- 1.157 Validation**
“Validation” means the review of information, data, and procedures to determine the extent to which they are accurate, reliable, and free from bias and in accord with standards for data collection and analysis.
- 1.158 Waiting List**
“Waiting List” means a list of clients who qualify for SABG-funded services for whom services have not been scheduled due to lack of capacity.
- 1.159 Washington Administrative Code (WAC)**
“Washington Administrative Code (WAC)” means the rules adopted by state agencies to implement legislation.

1.160 Washington Apple Health – Fully Integrated Managed Care (AH-FIMC)

“Washington Apple Health – Fully Integrated Managed Care (AH-FIMC)” means the program under which a MCO provides GFS services and Medicaid-funded physical and behavioral health services.

1.161 Wraparound with Intensive Services (WISe)

“Wraparound with Intensive Services (WISe)” means a range of services that are individualized, intensive, coordinated, comprehensive, culturally competent, and provided in the home and community. The WISe Program is for individuals up to age 21 who are experiencing mental health symptoms that are causing severe disruptions in behavior and/or interfering with their functioning in family, school, or with peers requiring: a) the involvement of the mental health system and other child-serving systems and supports; b) intensive care collaboration; and c) ongoing intervention to stabilize the youth and family in order to prevent more restrictive or institutional placement.

1.162 Youth

“Youth” means a person from age ten (10) through seventeen (17).

Section II. CONTRACTOR REQUIREMENTS

A. PROGRAM REQUIREMENTS

1. General

- a. Contractor shall adhere to established SBHASO protocols for determining eligibility for services consistent with this contract.
- b. Contractor shall participate in training when requested by the HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them
- c. Contractor shall not differentiate or discriminate in providing services to clients because of race, color, religion, national origin, ancestry, age, marital status, gender identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services, or any other basis prohibited by law. Provider shall render services to clients in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.
- d. Contractor shall not differentiate or discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, height, weight, marital status, gender identity, physical, sensory or mental disability, or any other basis prohibited by law unrelated to the person’s ability to perform the duties of the particular job or position.
- e. Contract shall provide Individuals with access to translated information and interpreter services as described in the Materials and Information Section of this Contract.

- f. Contractor agrees to comply with the appointment wait time standards of this Contract. SBHASO shall monitor for timely access and require corrective action if Contractor fails to comply with appointment wait time standards.
- g. Contractor shall respond in a full and timely manner to law enforcement inquiries regarding an individual's eligibility to possess a firearm under RCW 9.41.040(2)(a)(ii).
 - i. Contractor shall report new commitment data within twenty-four (24) hours.

2. Quality Improvement

- a. Contractors receiving GFS or FBG funds shall cooperate with SBHASO or HCA-sponsored Quality Improvement (QI) activities.
- b. Contractor shall adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.
- c. Contractor shall implement a Grievance process that complies with WAC 182-538C-110 and as described in the Grievance Section of this contract.
- d. Contractor shall make information available to Individuals regarding their right to a Grievance or Appeal in the case of:
 - i. Denial or termination of service related to medical necessity determinations
 - ii. Failure to act upon a request for services with reasonable promptness.
 - iii. Termination of this Contract 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.
- e. Contractor shall comply with Chapter 71.32 RCW (Mental Health Advance Directives)
- f. Contract shall use the Integrated Co-Occurring Disorder Screen Tool (GAIN-SS found at <https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/gain-ss>). Contractor shall provide training for staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement. This process is subject to Corrective Action if not implemented and maintained throughout the period of contract performance.

3. Program Integrity

- a. Contractor shall conduct criminal background checks and maintain related policies and procedures and personnel files consistent with the requirements in Chapter 43.43 RCW and, Chapter 246-341 WAC
- b. Information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.

- c. SBHASO may pursue contract termination as outlined in General Terms and Conditions, Failure to Perform, if Contractor becomes excluded from participation in the Medicaid program.

4. Care Coordination and Priority Populations

- a. Contractor shall provide discharge planning services which shall, at a minimum,
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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).
- b. Contractor shall develop and implement processes to enable information and data sharing to support Care Coordination, consistent with this Contract.
- c. Priority admission to residential treatment must be given to the priority populations identified in this contract.

5. Health Information Systems

Contractor shall establish and 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 Contractor's obligations under this Contract. OCIO Security Standards are available at: <https://ocio.wa.gov>.

6. Records Retention

Records retention during the term of this Contract is for ten (10) years following termination or expiration of this Contract, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the ten (10) year period. The records shall be retained until completion and resolution of all issues arise there from or until the end of the ten (10) year period, whichever is later.

7. Public Records

All records required to be maintained by this Contract or by state law, except medical, treatment and personnel records, shall be considered to be public records and maintained in accordance with applicable laws. Medical and treatment records shall be confidential and shall not be published or open to public inspection except that such records may be inspected by the Director of the Health Care Authority, or designee; and

Contract Administrator for the purpose of program review, monitoring and comparative cost studies.

B. FISCAL REQUIREMENTS AND MONITORING

1. Withhold of Payment

Failure of the Contractor to comply with the terms of this Contract shall give the SBHASO the right to withhold payment of any further funds under this Contract

2. Reimbursement

In the event that it is determined that any funds were distributed under color of this contract, which violate the terms and conditions herein, such sums shall be reimbursed to the SBHASO upon written demand. Neither payment of any funds under color of this contract, nor any action of the SBHASO or its officials, officers, agents or employees, prior to the discovery of the violation, shall constitute a waiver thereof.

3. Right to Hearing

All notices shall be given in writing specifying the reasons for such demands, reimbursement, termination, or amendment or such other actions contemplated in this Contract and the Contractor shall have the right to a hearing within ten (10) days from such determination before the SBHASO Executive Board for determination of the action and prior to commencement of any civil litigation, by the Contractor.

4. Monitoring

- a. Formal review of Contractor performance and compliance shall be completed no less than every three (3) years, excepts as noted below, and must identify any deficiencies or areas for improvement and provide for corrective action.
 - i. SBHASO shall conduct Contractor review which shall include at least one (1) onsite visit every two (2) years to each contractor 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.
 - ii. SBHASO shall ensure that Contractor has complied with data submission requirements established by HCA for all services funded under the Contract.
 - iii. SBHASO shall ensure that Contractor updates patient funding information when the funding source changes.
 - iv. SBHASO requires Contractor to identify funding sources consistent with the Payments and Sections 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" which is available on the Health Care Authority's website (<https://www.hca.wa.gov>)
 - iv. SBHASO shall maintain written or electronic records of all Contractor monitoring activities and make them available to HCA upon request.
 - v. SBHASO shall monitor SUD and Mental Health residential providers.

5. Audit Requirements

- a. Contractor shall comply with all applicable required audits including 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.R.R 75.501 audits.

- i. SBHASO shall submit a copy of the OMB audit performed by the State Auditor to the HCA Contact within ninety (90) days of receipt by the SBHASO of the completed audit.
 - a. If Contractor is subject to OMB Super Circular audit, the SBHASO shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements
 - b. If Contractor is not subject to OMB Super Circular audit, the SBHASO shall perform Contractor monitoring in compliance with federal requirements.

6. Federal Block Grant

- a. FBG funds may not be used to pay for services provided prior to the execution of Contract, or to pay in advance of service delivery. Contract and amendments must be in writing and executed by both parties prior to any services being provided.
- b. FBG fee-for-service, set rate, performance-based, Cost Reimbursement, and lump sum Contracts shall be based on reasonable costs.
- c. Contractor must receive an independent audit if the Contractor expends a total of \$750,000 or more in federal awards from any and/or all sources in any state fiscal year. Contractor shall submit to the SBHASO the data collection form and reporting package specified in 2 C.F.R. Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor within ten (10) days of audit reports being completed and received by Contractor. SBHASO shall follow up with any corrective actions for Contractor audit findings in accordance with 2 D.F.R. Part 200, Subpart F. SBHASO shall retain documentation of all Contractor monitoring activities; and , upon request by HCA, shall immediately make all audits and/or monitoring documentation available to the HCA.
- d. SBHASO shall conduct and/or make arrangements for an annual fiscal review of each Contractor receiving FBG funds through fee-for-service, set rate, performance-based or cost reimbursement contracts, and shall provide HCA with documentation of these annual fiscal reviews upon request. The annual fiscal review shall ensure that:
 - i. Expenditures are accounted for by revenue source.
 - ii. No expenditures were made for items identified in the Payment and Sanctions Section of this Contract.
 - iii. Expenditures are made only for the purposed stated in this Contract, and for services that were actually provided.
- e. Contractor shall participate in the peer review process when requested by the HCA. (42 U.S.C. 300x-53(a) and 45 C.F.R. 96.136). The MHBG and SABG 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 (for MHBG). At least five percent (5%) of treatment providers will be reviewed.

7. Suspension, Debarment and Lobbying

The Contractor shall certify, on a separate for (Attachment E), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Contractor shall actively monitor its employees for excluded status in accordance with SBHASO Policies and Procedures. The Contractor, on a separate form (Attachment F), will certify that it does not use Federal funds for lobbying purposes.

C. REPORTING REQUIREMENTS

1. Data Reporting Requirements

- a. Contractor shall comply with add data reporting requirements promulgated by the Health Care Authority (HCA), including the Service Encounter Reporting Instructions (SERI) and the SBHASO Data Dictionary. Contractor shall provide data to the SBHASO as needed for performance improvement or other projects.
- b. Data shall be uploaded into the SBHASO data system within 30 days of the end of the month in which services were delivered.

D. BILLING PROCEDURES

The Contractor shall be paid within the limits established within Attachment C: Compensation/Rates. Any costs incurred by the Contractor over and above the total sums set out in Attachment C: Compensation/Rates, shall be at the Contractor's sole risk and expense.

The SBHASO shall pay the Contractor monthly for services identified in the Statement of Work of this Contract, subject to the availability of funds from the Health Care Authority and Contractor's compliance with this Contract. Such payment shall be made within thirty (30) days of the SBHASO's receipt of an invoice from the Contractor.

E. FAITH BASED ORGANIZATIONS (FBO)

1. SBHASO requires FBO to meet the requirements of 42 C.F.R. Part 54 as follows:
 - a. Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment providers.
 - b. The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
 - c. The FBO shall report to the SBHASO all referrals made to alternative providers.
 - d. The FBO shall provide Individuals with a notice of their rights.
 - e. The FBO shall provide Individuals with a summary of services that includes any religious activities.
 - f. Funds received from the FBO must be segregated in a manner consistent with federal Regulations.
 - g. No funds may be expended for religious activities.

F. Indemnification

Contractor 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 SBHASO. Contractor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, 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 SBHASO, its agents, officers, employees or contractors.

G. Corrective Action Process

The SBHASO conducts reviews of Contractors. During the course of any review conducted, if performance is below Contract standards, the SBHASO will request that the Contractor provide a Corrective Action Plan. SBHASO will work with Contractor staff in creating Corrective Action Plans, when requested.

If the Contract Administrator finds indications of ongoing potential non-compliance during the contract monitoring processes or learns that the Contractor, or its subcontractors, are out of compliance with any of the terms or conditions of this Contract, the follow process will be pursued.

1. Informal Meeting

Informal process wherein the Administrator alerts the appropriate Contractor's staff of the potential non-compliance and an agreeable solution is reached.

2. Official Verbal Notification

If the informal meeting does not result in resolution, the SBHSAO will contact the Contractor for the purpose of official verbal notification of possible non-compliance to establish a date when representatives of the SBHASO and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues.

3. Written Summary

Within five (5) working days of such verbal notification, the SBHASO will provide the Contractor representative a written summary of the areas of non-compliance or potential non-compliance by certified mail. Notice shall be sent to the individual identified in the General Agreement.

4. Discussion

Within twenty (20) days of the date of the written notification, a discussion between SBHASO and Contractor staff shall be conducted to address areas of non-compliance or potential non-compliance.

5. Withhold Payments

If the SBHASO and the Contractor cannot agree upon a resolution within ten (10) working days of the discussion described in the previous paragraph, the SBHSAO shall withhold contract payments related to the area(s) of non-compliance or potential non-compliance, unless a written, time-limited extension of the period to agree upon corrective action is issued by the SBHASO.

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 its 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. Part 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 with 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:

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

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

5.2.3.2.2.3 Keeping devices in locked storage when not in use;

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

5.2.3.2.2.5 Maintaining an inventory of devices; and

5.2.3.2.2.6 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:
 - 5.24.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;
 - 5.24.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;
 - 5.24.2.3 In a database that contains only HCA Data;
 - 5.24.2.4 Within a database – HCA data must be distinguishable from non- HCA Data by the value of a specific field or fields within database records;
 - 5.24.2.5 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 set 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 B: HARPS HCA Statement of Work

1. Statement of Work. The Contractor must provide for the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth herein.

1.2. Payments for deliverables can be prorated for understaffed teams.

2. Principles of Evidence-based Permanent Supportive Housing.

Permanent Supportive Housing (PSH) is decent, safe, and affordable community-based housing that provides tenants with the rights of tenancy under state and local landlord-tenant laws and is linked to voluntary and flexible support and services designed to meet tenants' needs and preferences. PSH makes housing affordable to someone on SSI, (either through rental assistance or housing development). It provides sufficient wraparound supports to allow people with significant support needs to remain in the housing they have chosen. Dimensions of PSH EBP include:

2.1. Choice in housing and living arrangements

2.2. Functional separation of housing and services

2.3. Decent, safe, and affordable housing

2.4. Community integration and rights of tenancy

2.5. Access to housing and privacy

2.6. Flexible, voluntary, and Recovery-focused services

2.7. Even though HARPS will not require high fidelity PSH EBP, we encourage sites to become familiar with the dimensions of PSH EBP. A link to the SAMHSA PSH toolkit can be found at <http://store.samhsa.gov/product/Permanent-Supportive-Housing-Evidence-Based-Practices-EBP-KIT/SMA10-4510>.

3. HARPS Priority Populations:

3.1. Individuals who are not eligible for Medicaid Foundational Community Supports Supportive Housing Services and who are experiencing a serious mental illness, substance use disorder or Co-Occurring disorder (Mental Illness & Substance Abuse Disorder)

3.1.1. Who are released from or at risk of entering:

3.1.1.1. Psychiatric Inpatient settings

3.1.1.2. Substance Abuse Treatment Inpatient settings

3.1.1.3. Who are Homeless/At Risk of homelessness

3.1.1.4. Broad definition of homeless (couch surfing included)

4. Peer Services.

4.1. The HARPs program will build from the Permanent Options for Recovery- Centered Housing (PORCH) project. PORCH is designed to transform service delivery by promoting sustainable access to evidence based Permanent Supportive Housing. PORCH provides consumers with meaningful choice and control of housing and support services, utilizes Peer Housing Specialists, reduces homelessness and supports the Recovery and resiliency of individuals with serious mental illness. <https://www.dshs.wa.gov/sesa/rda/research-reports/permanent-options-recovery-centered-housing>.

4.2. SAMPLE Job Description: Peer Support Specialist II

4.2.1. Principal Duties and Responsibilities

Provide peer counseling and support with an emphasis on enhancing access to and retention in permanent supported housing. Draw on common experiences as a peer, to validate clients' experiences and to provide empowerment, guidance and encouragement to clients to take responsibility and actively participate in their own recovery. Serve as a mentor to clients to promote hope and empowerment. Provide education and advocacy around understanding culture-wide stigma and discrimination against people with mental illness and develop strategies to eliminate stigma and support client participation in consumer self-help programs and consumer advocacy organizations that promote recovery. Teach symptom-management techniques and promote personal growth and development by assisting clients to cope with internal and external stresses. Coordinate services with other Mental Health and allied providers.

4.2.2. Housing

Assist participants to find and maintain a safe and affordable place to live, apartment hunting, finding a roommate, landlord negotiations, cleaning, furnishing and decorating, and procuring necessities (telephone, furniture, utility hook-up). Identify the type and location of housing with an exploration of access to natural supports and the avoidance of triggers (such as a neighborhood where drug dealing is prolific if the participant has a history of substance abuse). Provide practical help and supports such as:

- mentoring,
- teaching self-advocacy,
- coordination of services,
- side-by-side individualized support,
- problem solving,
- direct assistance and supervision to help clients obtain the necessities of daily living including:
 - medical and dental health care;
- legal and advocacy services;
- accessing financial support such as government benefits and entitlements (SSI, SSDI, veterans' benefits);
- accessing housing subsidies (HUD Section 8);
- money-management services (e.g., payee services, budgeting, managing credit score, financial wellness); and
- use of public transportation.

4.2.3. Landlord Outreach and Engagement

Recruit and cultivate relationships with landlords and property management agencies, leading to more housing options for HARPS Participants. Make use of printed materials and in-person events, such as landlord organization or rental housing association meetings, to educate landlords and property managers about the benefits of working with supportive housing providers, individuals with treated behavioral health conditions, subsidies, housing quality and safety standards, and the Department of Commerce's Landlord Mitigation Program.

<https://www.commerce.wa.gov/building-infrastructure/housing/landlord-mitigation-program/>

4.2.4. Employment

Assist with referrals to job training and supported employment services provided by Foundational Community Supports (FCS) or Division of Vocational Rehabilitation (DVR) or other supports. Perform mentoring, problem solving, encouragement and support on and off the job site. Provide work-related supportive services, such as assistance

securing necessary clothing and grooming supplies, wake-up calls, and assistance with navigating public transportation.

4.2.5. Activities of Daily Living Services

Provide ongoing assessment, goal setting, problem solving, side-by-side services, skill teaching, support (prompts, assignments, encouragement), and environmental adaptations to assist clients with activities of daily living.

Assist and teach/support clients to organize and perform household activities, including house cleaning and laundry. Assist and teach/support clients with personal hygiene and grooming tasks. Provide nutrition education and assistance with meal planning, grocery shopping, and food preparation.

Ensure that clients have adequate financial support (help to gain employment and apply for entitlements). Teach money-management skills (budgeting and paying bills) and assist clients in accessing financial services (e.g., professional financial counseling, emergency loan services, and managing their credit score). Help clients to access reliable transportation (obtain a driver's license and car and car insurance, arrange for cabs, use public transportation, and find rides). Assist and teach/support clients to have and effectively use a personal primary care physician, dentist, and other medical specialists as required.

4.2.6. Social and Interpersonal Relationships and Leisure Time

Provide side-by-side support, coaching and encouragement to help clients socialize (going with a client to community activities, including activities offered by consumer-run peer support organizations) and developing natural supports. Assist clients to plan and carry out leisure time activities on evenings, weekends, and holidays. Organize and lead individual and group social and recreational activities to help clients structure their time, increase social experiences, and provide opportunities to practice social skills.

4.2.7. Education, Experience, and Knowledge Required

Two of the FTEs must be Peer Counselors certified by the state or complete certification within six months of hire. The certified peer counselors must have good oral and written communication skills. Must have a strong commitment to the right and the ability of each person to live in normal community residences; work in competitive market-wage jobs; and have access to helpful, adequate, competent, and continuous supports and services in the community of their choice. It is essential the peer specialist have skills and competence to establish supportive trusting relationships with persons living with severe and persistent mental illnesses and/or substance use disorder and respect for clients' rights and personal preferences in treatment is essential.

5. HARPS Housing Bridge Subsidy.

- 5.1. HCA will issue \$250,000.00 in quarterly payments of \$125,000.00 to the contractor to utilize as short-term bridge subsidies for HARPS eligible individuals.
- 5.2. Contractor may use 5% of the quarterly payment for administrative expenses which are not reimbursed through any other source. The administrative costs can include staff and staff expenses relevant to issuing subsidies in a manner consistent with the HARPS Housing Bridge Subsidy Guidelines below.
- 5.3. HCA will issue an additional \$50,000 to the contracted agency. The payment of \$50,000 will be sent to each agency on 01/01/2020. These additional funds are to be used for individuals meeting the Substance Use Disorder (SUD) HARPS program eligibility **only**. These eligible individuals will be exiting detox, inpatient Substance Use Disorder treatment facilities or be homeless and at risk of entering an inpatient Substance Use treatment facility or detox.

5.4. Contractor will need to complete a HARPS tracking log specific to these funds.

6. HARPS Housing Bridge Subsidy Guidelines.

6.1. The budget for the HARPS Housing Bridge Subsidy is short-term funding to help reduce barriers and increase access to housing. Individuals exiting detox, 30, 60, and 90-day inpatient substance use disorder treatment facilities, residential treatment facilities, state hospitals, E&T's, local psychiatric hospitals and other inpatient behavioral healthcare settings could receive up to 3 months of housing 'bridge' subsidy.

6.2. HARPS Bridge Subsidies are temporary in nature and should be combined with other funding streams, whenever possible, to leverage resources to assist individuals in obtaining and maintaining a permanent residence.

6.3. HARPS Bridge subsidies are estimated at \$500 per person for 3 months. Allowable expenses for HARPS Housing Bridge Subsidy:

6.3.1. Monthly rent and utilities, and any combination of first and last months' rent for up to three (3) months. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.

6.3.2. Rental and/or utility arrears for up to three months. Rental and/or utility arrears may be paid if the payment enables the household to remain in the housing unit for which the arrears are being paid or move to another unit. The HARPS bridge subsidy may be used to bring the program participant out of default for the debt and the HARPS Peer Specialist will assist the participant to make payment arrangements to pay off the remaining balances.

6.3.3. Security deposits and utility deposits for a household moving into a new unit.

6.3.4. HARPS rent assistance may be used for move-in costs including but not limited to deposits and first months' rent associated with housing, including project- or tenant-based housing.

6.3.5. Application fees, background and credit check fees for rental housing.

6.3.6. Lot rent for RV or manufactured home.

6.3.7. Costs of parking spaces when connected to a unit.

6.3.8. Landlord incentives (provided there are written policies and/or procedures explaining what constitutes landlord incentives, how they are determined, and who has approval and review responsibilities).

6.3.9. Reasonable storage costs.

6.3.10. Reasonable moving costs such as truck rental and hiring a moving company.

6.3.11. Hotel/Motel expenses for up to 30 days if unsheltered households are actively engaged in housing search and no other shelter option is available.

6.3.12. Temporary absences. If a household must be temporarily away from his or her unit, but is expected to return (e.g., participant violates conditions of their DOC supervision and is placed in confinement for 30 days or re-hospitalized), HARPS may pay for the households rent for up to 60 days. While a household is temporarily absent, he or she may continue to receive HARPS services.

6.4. HARPS Reporting. A monthly report format (see separately attached Excel Spreadsheet "HARPS Subsidy Log, which includes a worksheet for tracking Landlord Outreach and

Engagement) will be submitted to DBHR HARPS Program Manager or DBHR SH/SE Behavioral Health Program Administrator by the 15th of the following month through secure (encrypted) email to the DBHR HARPS Program Manager.

- 6.5. **Housing and Recovery through Peer Services (HARPS) teams' caseload Size.** The case mix must be such that the HARPS Teams can manage and have flexibility to be able to provide the intensity of services required for each individual, according to the Medical Necessity of each individual. It is estimated that 20% of individuals accessing HARPS Housing Bridge Subsidy Funding will receive supportive housing services from HARPS teams each year. This assumes that each team will support an active caseload of 50 individuals at any one time and assumes turnover of thirty five percent (35%) per year.
 - 6.5.1. HARPS Housing Specialists must have the capacity to provide multiple contacts per week with individuals exiting or recently discharged from inpatient behavioral healthcare settings, making changes in a living situation or employment, or having significant ongoing problems in maintaining housing. These multiple contacts may be as frequent as two to three times per day, seven days per week, and depend on individual need and a mutually agreed upon plan between individuals and program staff. Many, if not all, staff must share responsibility for addressing the needs of all individuals requiring frequent contact.
 - 6.5.2. HARPS Teams must have the capacity to rapidly increase service intensity and frequency to an individual when his or her status requires it or an individual request it.
 - 6.5.3. Operating as a continuous supportive housing service, HARPS Teams must have the capability to provide support services related to obtaining and maintaining housing. This will include direct contact with landlords on behalf of the participant.
- 6.6. HARPS Teams must have a response contact time of no later than two calendar days.
 - 6.6.1. Upon discharge from a behavioral healthcare inpatient setting, such as an Evaluation & Treatment Center, Residential Treatment Center, Detox, or State Psychiatric Hospital.
- 6.7. Services must minimally include the following:
 - 6.7.1. Hospital Liaison Role. The BH ASO's hospital liaison must actively coordinate the transition of individuals from behavioral healthcare inpatient treatment center discharge to the HARPS Team in the community of residence in order to minimize gaps in outpatient health care, and housing.
 - 6.7.2. Service Coordination. Service coordination must incorporate and demonstrate basic recovery values. The individual will have choice of his or her housing options, will be expected to take the primary role in their personal Housing Plan development, and will play an active role in finding housing and decision- making.
 - 6.7.3. Crisis Assessment and Intervention. Behavioral Health Crisis assessment and intervention must be available 24-hours per day, seven days per week through the BH ASO's crisis system. Services must be coordinated with the assigned Care Coordinator. These services include telephone and face-to-face contact.
- 6.8. Services should include the following, as determined by medical necessity:
 - 6.8.1. Housing Services. Assess housing needs, seek out and explain the housing options in the area, and resources to obtain housing. Educate the individual on factors used by landlords to screen out potential tenants. Mitigate negative screening factors by working with the individual and landlord/property manager to clarify or explain factors that could prevent the individual from obtaining housing. Ongoing support for both the individual

and landlord/property manager to resolve any issues that might arise while the individual is occupying the rental.

- 6.8.2. Education Services. Supported education related services are for individuals whose high school, college or vocational education could not start or was interrupted and made educational goals a part of their recovery (treatment) plan. Services include providing support to applying for schooling and financial aid, enrolling and participating in educational activities.
- 6.8.3. Vocational Services. These services may include work-related services to help individuals' value, find, and maintain meaningful employment in community-based job sites as well as job development and coordination with employers. These activities should also be part of the individual's recovery (treatment) plan. Activities of Daily Living Services. Services to support activities of daily living in community-based settings include individualized assessment, problem solving, skills training/practice, sufficient side-by-side assistance and support, modeling, ongoing supervision (e.g. prompts, assignments, monitoring, encouragement), environmental adaptations to assist to gain or use the skills required to access services, and provide direct assistance when necessary to ensure that individuals obtain the basic necessities of daily life.
- 6.8.4. Social and Community Integration Skills Training. Social and community integration skills training serve to support social/interpersonal relationships and leisure-time skill training and include supportive individual therapy (e.g., problem solving, role-playing, modeling, and support); social-skill teaching and assertiveness training; planning, structuring, and prompting of social and leisure-time activities; side-by-side support and coaching; and organizing individual and group social and recreational activities to structure individuals' time, increase their social experiences, and provide them with opportunities to practice social skills, build a social support network and receive feedback and support.
- 6.8.5. Peer Support Services. These include services to validate individuals' experiences and to inform, guide and encourage individuals to take responsibility for and actively participate in their own recovery, as well as services to help individuals identify, understand, and combat stigma and discrimination against mental illness and develop strategies to reduce individuals' self-imposed stigma. Peer Support and Wellness Recovery Services include:
 - 6.8.5.1. Promote self-determination; and
 - 6.8.5.2. Model and teach advocating for one's self
 - 6.8.5.3. Encourage and reinforce choice and decision-making.
 - 6.8.5.4. Introduction and referral to individual self-help programs and advocacy organizations that promote recovery.
 - 6.8.5.5. "Sharing the journey" (a phrase often used to describe individuals' sharing of their recovery experience with other peers). Utilizing one's personal experiences as information and a teaching tool about recovery.
 - 6.8.5.6. The Peer Specialist will serve as a consultant to the Treatment team to support a culture of recovery in which each individual's point of view and preferences are recognized, understood, respected and integrated into treatment, rehabilitation, support, vocational and community activities.

Each HARPS Participant will be assigned a Peers Specialist or Housing Specialist who assist in locating housing, and resources to secure housing, as well as maintain housing. The primary responsibilities of the Peer Specialist are to work with the individual to find, obtain and maintain housing to promote recovery, locate and secure resources related to housing and utilities, offer information regarding options and choices in the types of housing and living arrangements, and advocate for the individual's tenancy needs, rights (including ADA Accommodations), and preferences to support housing stability. Service coordination also includes coordination with community resources, including Consumer self-help and advocacy organizations that promote recovery.

Each individual receiving HARPS Services must have an individualized, strengths-based housing plan that includes action steps for when housing related issues occur. As with the treatment planning process, the individual will take the lead role in setting goals and developing the housing plan.

- 6.8.6. Substance Use Disorder Treatment. If clinically indicated, the HARPS Team may refer the individual to a DBHR-licensed SUD treatment program. The HARPS Team shall use a LRA/AOT referral form, as provided by DBHR.
- 6.9. Housing Search and Placement. Includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.
- 6.10. Housing Stability. Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of individuals exiting or at risk of entering inpatient behavioral healthcare settings and helping them obtain housing stability. Services and activities may include developing, securing, and coordinating services including:
 - 6.10.1. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
 - 6.10.2. Referrals to Foundational Community Supports (FCS) supportive housing and supported employment services
 - 6.10.3. Seeking out and assistance applying for long-term housing subsidies
 - 6.10.4. Affordable Care Act activities that are specifically linked to the household's stability plan;
 - 6.10.5. Activities related to accessing Work Source employment services;
 - 6.10.6. Referrals to vocational and educational support services such as Division of Vocational Rehabilitation (DVR)
 - 6.10.7. Monitoring and evaluating household progress;
 - 6.10.8. Assuring that households' rights are protected; and
 - 6.10.9. Applying for government benefits and assistance including using the evidence-based practice SSI/SSDI through SSI/SSDI Outreach, Access, and Recovery (SOAR)
7. HARPS Teams will not suggest or provide Medication Prescription, Administration, Monitoring and Documentation.

8. The HARPS Team should work with the Treatment Team:

- 8.1. Establish a peer relationship with each participant.
- 8.2. Assess each individual's housing needs and provide verbal and written information about housing status. The physician or psychiatric Advanced Registered Nurse Practitioner (ARNP) will review that information with the individual, HARPS Team members and, as appropriate, with the individual's family members or significant others.
- 8.3. HARPS Team Members can provide direct observation, available collateral information from the family and significant others as part of the comprehensive assessment.
- 8.4. In collaboration with the individual, assess, discuss and document the individual's housing needs and behavior in response to medication and monitor and document medication side effects. Review observations with the individual and Treatment Team.
- 8.5. HARPS Team Members must participate in the HARPS Monthly Administrative Conference Call. This call occurs on the last Monday of each month from 10 AM to 11 AM.

Attachment B-1: HARPS Participant Log

First Housing Placement																
Last Name (Doe)	First Name (John)	Client ID (Your agency's Client ID)	Client's Date of Birth (mm/dd/yyyy)	First Contact (mm/dd/yyyy)	Setting the person is discharging from or being diverted from (Western State Hospital - Discharge) or (ABHS - Diversion)	Location of first Contact (Library, phone, office, clinic, etc)	Date Housed (mm/dd/yyyy)	Receiving Supportive Housing Services by HARPS Team (Yes or No)	Housing Obtained By (Please specify) <small> Public housing Homeless shelter Family shelter Emergency shelter Temporary shelter Other </small>	If 'Other' please specify	Housing Type <small> Subsidized/rental Rental Home ownership Other </small>	Monthly Income Amount	Monthly Rent Amount	Percent of Income to rent (80% of income to rent is the ideal)	Other subsidies such as HUD/VASH, Section 8, Project-based? Which one, not how much	Lease Agreement on file (Yes or No)
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Attachment B-3: Commerce Subsidy Statement of Work

Contractor will utilize funding under this contract for the purpose of paying ongoing rental assistance on behalf of members of the priority population described below, after subsidies allowable under Housing and Recovery through Peer Services (HARPS) funds are exhausted.

Priority Populations for Housing Services funded under this Contract:

Individuals assessed as homeless or in imminent risk of homelessness who meet at least one of the following populations must be served:

1. Individuals discharging from state psychiatric hospitals OR
2. Individuals discharging from community psychiatric inpatient beds OR
3. Individuals discharging from intensive substance use treatment facilities

Supportive Services

All individuals who receive housing services funded under this Contract must be enrolled/authorized to receive outpatient supportive services in the public behavioral health system, including the Foundational Community Supports program. These outpatient supportive services may include but are not limited to the following supportive services:

- Case management
- Care coordination
- Clinical supervision
- Behavioral health services
- Substance use treatment
- Vocational support services
- Supportive Housing services

Supportive Housing Services are administered by DSHS and carried out through other funding sources, and are provided in partnership with MCOs, BHOs, BH-ASOs, or state hospitals through programs like HARPS, PORCH, BRIDGES or PATH or the Foundational Community Supports Program.

Use of Contract Funds:

These contract funds are intended solely for housing rental subsidies to help qualified individuals secure and maintain housing.

- Allowable costs are rent (including past-due rent),
- security deposits,
- application fees, and
- moving costs.

Funds can be braided with other housing assistance (deposits, application fees, etc.), but not duplicated.

Eligible Housing Types and Maximum Costs

Examples of eligible housing types include master leasing agreements, multiple or scattered units in existing public or nonprofit housing and units in privately owned properties. If rents

exceed 120 percent of applicable Fair Market Rents, Contractor must submit the rationale to Commerce for approval.

Data and Reporting Requirements:

- Client data must be entered in the Integrated Client Database.
- Monthly participant HARPS logs (submitted as attachments to invoices)
- Commerce monthly Subsidy logs (submitted as attachments to invoices)

SBHO reserves the right to modify reporting requirements.

Invoicing:

Contractors must bill SBHO monthly for reimbursement of allowable costs. Invoices are due on the 10th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th.

ATTACHMENT C: BUDGET

Budget Summary	
Contractor:	<u>Kitsap Community Resources</u>
Contract No:	KC--20
Contract Period:	1/1/20-6/30/20
HARPS Subsidies	
	Current Budget
Budget Period: 1/1/20-6/30/20	
Bridge Subsidy	152,000
Administration 5%	8,000
Total	160,000
SUD Subsidy	30,400
Administration 5%	1,600
Total	32,000
Long-Term Subsidy	32,276
Administration 5%	1,699
Total	33,975
Budget Total	225,975
Contract Total	225,975
Revenue Source:	
Bridge Subsidy - State funds through HCA DBHR	160,000
SUD Subsidy - State funds through HCA DBHR	32,000
Long Term Subsidy - State funds from Department of Commerce	33,975

ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

1. HIPAA Compliance.

1.1. Definitions.

- 1.1.1. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.1.2. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.1.3. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- 1.1.4. "Covered Entity" means the SBH-ASO, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- 1.1.5. "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.
- 1.1.6. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- 1.1.7. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104- 191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- 1.1.8. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 1.1.9. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.1.10. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.1.11. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the

Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

- 1.1.12. "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.
- 1.1.13. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.1.14. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

1.2. Compliance.

Business Associate shall 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 of Civil Rights.

1.3. Use and Disclosure of PHI.

Business Associate is limited to the following permitted and required uses or disclosures of PHI:

- 1.3.1. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- 1.3.2. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- 1.3.3. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- 1.3.4. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 1.3.5. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of

Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

- 1.3.6. Impermissible Use or Disclosure of PHI. Business Associate shall report to the SBH-ASO 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 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by the SBH-ASO, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 1.3.7. Failure to Cure. If the SBH-ASO learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by the SBH-ASO do not end the violation, the SBH-ASO shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- 1.3.8. Termination for Cause. Business Associate authorizes immediate termination of this Contract by the SBH-ASO, if the SBH-ASO determines that Business Associate has violated a material term of this Business Associate Agreement. SBH-ASO may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 1.3.9. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from or created or received by Business Associate on behalf of the SBH-ASO, to the SBH-ASO, Secretary of DHHS and/or to the SBH-ASO for use in determining compliance with HIPAA privacy requirements.
- 1.3.10. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from the SBH-ASO or the SBH-ASO, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of THE SBH-ASO or the SBH-ASO, Business Associate shall:
 - 1.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 1.3.10.2. Return to the SBH-ASO or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any

form;

- 1.3.10.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - 1.3.10.4. Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - 1.3.10.5. Return to the SBH-ASO or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 1.3.11. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

1.4. Individual Rights.

1.4.1. Accounting of Disclosures.

- 1.4.1.1. Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- 1.4.1.2. Within ten (10) business days of a request from the SBH-ASO, Business Associate shall make available to the SBH-ASO the information in Business Associate's possession that is necessary for the SBH-ASO to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- 1.4.1.3. At the request of the SBH-ASO or in response to a request made directly to the Business Associate by an Individual, Business Associate shall 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.
- 1.4.1.4. Business Associate record keeping procedures shall 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.

1.4.2. Access

- 1.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by the SBH-ASO or the Individual as necessary to satisfy the SBH-ASO's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- 1.4.2.2. When the request is made by the Individual to the Business Associate or if the SBH-ASO asks the Business Associate to respond to a

request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by the SBH-ASO, the Business Associate shall provide the records to the SBH-ASO within ten (10) business days.

1.4.3. Amendment.

1.4.3.1. If the SBH-ASO amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and the SBH-ASO has previously provided the PHI or record that is the subject of the amendment to Business Associate, then the SBH-ASO will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

1.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by the SBH-ASO or as necessary to satisfy the SBH-ASO's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

1.5. Subcontracts and other Third-Party Agreements.

In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate'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 Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).

1.6. Obligations.

To the extent the Business Associate is to carry out one or more of the SBH-ASO's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to the SBH-ASO in the performance of such obligation(s).

1.7. Liability.

Within ten (10) business days, Business Associate must notify the SBH-ASO 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 the SBH-ASO of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

1.8. Breach Notification.

1.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from the SBH-ASO or involving SBH-ASO clients, Business Associate will take all measures required by state or federal law.

1.8.2. Business Associate will notify the SBH-ASO Incident Manager within three (3) business days by submitting an Incident Report in accordance with SBH-ASO Policy, or by telephone, of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially

compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

- 1.8.3. Business Associate will notify the SBH-ASO Incident Manager within Three (3) business days by submitting an Incident Report in accordance with SBH-ASO Policy, or by telephone, of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the SBH-ASO Incident Manager. Business Associate will coordinate and cooperate with the SBH-ASO to provide a copy of its investigation and other information requested by the SBH-ASO, including advance copies of any notifications required for the SBH-ASO review before disseminating and verification of the dates notifications were sent.
- 1.8.4. If either the SBH-ASO or the Contractor determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI received from the SBH-ASO or involving SBH-ASO clients:
 - 1.8.4.1. requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - 1.8.4.2. requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - 1.8.4.3. requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - 1.8.4.4. The SBH-ASO will take appropriate remedial measures up to termination of this Contract.
- 1.9. Miscellaneous Provisions.
 - 1.9.1. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
 - 1.9.2. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

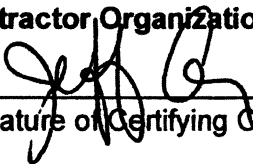
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Organization

Signature of Certifying Official



3/4/2020
Date

EXHIBIT E: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

Name: 

Title: Executive Director

Date: 3/4/2020

Exhibit G

SAM Search Results
List of records matching your search for :

Search Term : Kitsap Community Resources*
Record Status: Active

ENTITY	Kitsap Community Resources	Status: Active
DUNS: 001459663	+4:	CAGE Code: 5RU67 DoDAAC:
Expiration Date: 11/03/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 845 8TH ST Ste B		
City: Bremerton	State/Province: WASHINGTON	
ZIP Code: 98337-1517	Country: UNITED STATES	