

## AGENDA SHEET

**SUBMITTING DEPARTMENT:** Community Services, Housing, and Community Development

**CONTACT PERSON:** Heather Arnold

**PHONE NUMBER:** 509-477-4517

**CHECK TYPE OF MEETING ITEM BELOW:**

2:00 PM CONSENT AGENDA:   
BY LEAVE:

5:00 PM LEGISLATIVE SESSION:   
BY LEAVE:

SPECIAL SESSION:

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. \_\_\_\_\_  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** IN THE MATTER EXECUTING CONTRACT NO. 16BHO1999 BETWEEN SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH ORGANIZATION (SCRBHO), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT (CSHCD) AND FRONTIER BEHAVIORAL HEALTH (FBH) FOR THE PURPOSE OF PROVIDING FUNDING FOR PEER BRIDGER SERVICES FOR THE PERIOD OF OCTOBER 15, 2016 THOUGH JUNE 30, 2017.

**BACKGROUND (Attach separate sheet(s) if necessary):** The purpose of the attached agreement is to provide \$80,000.00 in funding for Peer Bridger Services. These funds will provide funding for staff that will facilitate and increase the number of state hospital discharges and to promote continuity of services when individuals return to their communities.

Funds for this Contract are provided through the Agreements with the Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR) Contract No. 1669-72700.

**RECOMMENDATION:** Approve

**FISCAL IMPACT:** \$80,000.00

**SIGNATURES:**

Christine Barada  
Department Head/Elected Official or  
Designated Authority (Requesting Agenda Item)

\_\_\_\_\_  
Gerry Gemmill  
Chief Executive Officer

\_\_\_\_\_  
Grants Administrator (sign-off)

This item needs to be codified in the County Code Book.

NO. \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER EXECUTING CONTRACT NO. )  
16BHO1999 BETWEEN SPOKANE COUNTY )  
REGIONAL BEHAVIORAL HEALTH )  
ORGANIZATION (SCRBHO), A DIVISION OF )  
SPOKANE COUNTY COMMUNITY SERVICES, )  
HOUSING, AND COMMUNITY DEVELOPMENT )  
DEPARTMENT (CSHCD) AND FRONTIER )  
BEHAVIORAL HEALTH (FBH) FOR THE PURPOSE )  
OF PROVIDING FUNDING FOR PEER BRIDGER )  
SERVICES FOR THE PERIOD OF OCTOBER 15, 2016 )  
THOUGH JUNE 30, 2017 )

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners of Spokane County, Washington, pursuant to Revised Code of Washington, Section 36.32.120(6), has the care of county property and the management of county funds and business; and

**WHEREAS**, pursuant to Revised Code of Washington, Section 71.24, the legislature has established a policy authorizing the State to cooperate with communities to establish and develop mental health treatment services through local programs; and

**WHEREAS**, to implement the above-referenced legislative mandate the Washington State Department of Social and Health Services contracts with Spokane County whereby the County will be responsible for local mental health and substance use disorder programs; and

**WHEREAS**, in order to implement and carry out the contract with the State, Spokane County Regional Behavioral Health Organization (SCRBHO), a division of Spokane County Community Services, Housing, and Community Development Department (CSHCD) currently desires to with Frontier Behavioral Health to carry out Peer Bridger services as outlined in the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County that the above noted agreement is amended as noted above and in the attached agreement.

**BE IT FURTHER RESOLVED** that this resolution constitutes authority for the Chair of the Board or a majority of the Board of Spokane County Commissioners, in other than an open meeting, to sign and enter into the contract attached to this Resolution.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of November, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Shelly O'Quinn, Chair

ATTEST:

\_\_\_\_\_  
Al French, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
Nancy McLaughlin, Commissioner



**SPOKANE COUNTY**

## **CONTRACT AGREEMENT**

### **Mental Health Services**

### **Program: Peer Bridger**

This Agreement is by and between **SPOKANE COUNTY**, a political subdivision of the State of Washington, by and between **SPOKANE COUNTY REGIONAL BEHAVIORAL HEALTH ORGANIZATION (SCRBHO), A DIVISION OF SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT (CSHCD)**, and Contractor (hereinafter "Contractor") identified below and jointly referred to, as the "Parties" in the manner set forth herein;

#### **CONTRACTOR INFORMATION:**

**Contractor Name:** Frontier Behavioral Health  
**Contractor Address:** 107 South Division, Spokane WA 99202  
**Contractor Contact:** Jeff Thomas    **Phone:** (509) 838-4531    **Fax:** (509) 458-7456  
**Contractor E-Mail:** jthomas@fbhwa.org

#### **SCRBHO INFORMATION:**

**Division:** Spokane County Regional Behavioral Health Organization  
**Contact:** Tonya M. Stern    **E-Mail:** tsstern@spokanecounty.org  
**Address:** 312 W. 8<sup>th</sup> Avenue, Spokane WA 99204  
**Phone:** (509) 477-1497        **Fax:** (509) 477-6827

#### **Additional Contacts:**

**Division:** Spokane County Community Services Housing and Community Development Department  
**Contact:** Kathleen Torella    **E-Mail:** ktorella@spokanecounty.org  
**Address:** 312 W. 8<sup>th</sup> Avenue, Spokane WA 99204  
**Phone:** (509) 477-4510        **Fax:** (509) 477-6827

**Division:** Spokane County Community Services Housing and Community Development Department  
**Contact:** Christine Barada    **E-Mail:** cbarada@spokanecounty.org  
**Address:** 312 W. 8<sup>th</sup> Avenue, Spokane WA 99204  
**Phone:** (509) 477-7561        **Fax:** (509) 477-6827

**AGREEMENT START DATE:** 10/15/16    **AGREEMENT END DATE:** 06/30/17

#### **FUNDING:**

**Source:** Mental Health Block Grant        **Amount:** \$80,000.00

**Total Funding:** **\$80,000.00**

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings and communications, oral or otherwise regarding the subject matter for this Agreement between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on CSHCD only upon signature by Spokane County.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Shelly O'Quinn, Chair

ATTEST:

\_\_\_\_\_  
Al French, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Nancy McLaughlin, Commissioner

## MENTAL HEALTH BLOCK GRANT SERVICES AGREEMENT

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**Exhibits**

Exhibit A – Definitions

Exhibit B – Scope of Work

Exhibit C – Assurances and Representations

Exhibit D – Verification of Audit Requirement

Exhibit E – Worker’s Compensation

Exhibit F – Not Applicable to this Agreement

Exhibit G – Performance Expectations

Exhibit H – Not applicable to this Agreement

Exhibit I – Qualified Service Organization Agreement

Exhibit J – CD Documents = DSHS/DBHR Peer Bridger State Contract 1669-72700 and all amendments; and DSHS/DBHR General Terms and Conditions Contract No. 1684-56856; Fiscal/Program Requirements (formerly the BARS Manual); DSHS 7.20 Policy; DSHS 7.01 Policy; SCRBHO Data Dictionary; Service Encounter Reporting Instructions (SER); SERI Service Code Matrix; Third Party Quarterly Report; Data Security Requirements; Access to Care Standards for BHO’s; SCRBHO Consent Form for Disclosures; and SCRBHO Provider Invoice.

## RECITALS

- 1) The Spokane County Regional Behavioral Health Organization (SCRBHO), a division of Spokane County Community Services, Housing, and Community Development Department (CSHCD) has entered into an agreement with the Department of Social and Health Services (DSHS), Division of Behavioral Health and Recovery (DBHR) under Agreement Number 1669-72700 for the oversight and/or provision of services related to behavioral health;
- 2) The SCRBHO is charged with the implementation of the DSHS/DBHR Agreement;
- 3) Implementation of the DSHS/DBHR Agreement involves entering into an agreement with providers of services as defined in the DSHS/DBHR Agreement; and
- 4) The Contractor agrees to provide the services set forth herein, and provide the required reporting of its contractual duties in a manner consistent with this Agreement and generally accepted practices.
- 5) The purpose of the Agreement is for the Contractor to provide services to promote recovery for adults who are Seriously Mental Illness (SMI) age eighteen (18) and over in accordance with the federal Mental Health Block Grant (MHBG) requirements.
  - Code of Federal Regulations (CFR) 42 Part 438, 45 CFR Parts 160, 162 and 164 or any successors.

**NOW, THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION**, the Parties covenant and agree as follows:

### 1. TERM OF AGREEMENT

- 1.1. Subject to the terms of this Agreement, the Contractor shall commence providing the services set forth herein on October 15, 2016, and discontinue said services on June 30, 2017 or upon earlier termination of this Agreement. Unless otherwise earlier terminated this Agreement shall expire without further notice on June 30, 2017.
- 1.2. The term of the Agreement may be extended or altered only by a fully executed Amendment, pursuant to the terms of this Agreement.
- 1.3. The SCRBHO shall have no obligation to amend, renew or re-contract with the Contractor, absent both parties fully executing a document evidencing such intent.

### 2. STATEMENT OF WORK

- 2.1. The services and activities to be performed by the Contractor pursuant to this Agreement shall include:
  - 2.1.1. The activities and services described in this Agreement;
  - 2.1.2. The services and activities described in the attached Scope of Work, Exhibit B and Definitions, Exhibit A;
  - 2.1.3. Budget; and
  - 2.1.4. DSHS/DBHR Agreement No.1669-72700, all amendments and all exhibits attached thereto, Exhibit J, attached hereto and incorporated herein by reference.

- 2.2. All services and activities provided pursuant to this Agreement shall be designed and delivered in compliance with all Federal statutes and regulations, state statutes and regulations, administrative codes and policies, and local ordinances and policies that apply to this Agreement and/or to the services and/or activities performed pursuant to this Agreement, that are in effect at the commencement of this Agreement and/or that become effective during the term of this Agreement.
- 2.3. For purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Title 45 of CFR, the Contractor is a Covered Entity as defined in 45 CFR 160.103.
- 2.4. As applicable to this Agreement, the Contractor shall maintain the confidentiality of all information gained by reason of this Agreement in compliance with HIPAA, 42 CFR Part 2, 45 CFR 160, 45 CFR 162, 45 CFR 164, and all other statutes, regulations and/or ordinances that govern the confidentiality of information gathered and maintained by the Contractor pursuant to this Agreement. Any violation of this section shall constitute a material breach of the Agreement, allowing the SCRBHO, within its sole discretion, to terminate the Agreement pursuant to the Termination section of the Agreement.
- 2.5. The Contractor shall comply with all federal and state non-discrimination statutes and/or regulations in the administration or delivery of services in employment practices, or in any other benefits under this Agreement. Said laws and regulations include but are not limited to Civil Rights Act Titles VI and VII (1964); Rehabilitation Act §§503 and 504 (1973); Age Discrimination in Employment Act (1975); Vietnam Era Veterans Readjustment Assistance Act (1974); Americans with Disabilities Act (1990) as amended; Civil Rights Act (1991); and the Revised Code of Washington (RCW) 49.60. et. seq., DSHS Non Discrimination Plan, as existing at the time of execution of this agreement or as from time to time amended. Any violation of this section shall constitute a material breach of the Agreement, allowing the SCRBHO, within its sole discretion, to terminate the Agreement pursuant to the Termination section of the Agreement.
- 2.6. In the performance of this Agreement, the Contractor shall comply with all applicable laws and regulations that may pertain to conflicts of interest and that apply to this Agreement. These include any applicable provisions of RCW Title 42. Any violation of this section shall constitute a material breach of the Agreement, allowing the SCRBHO to terminate the Agreement pursuant to the Termination section of the Agreement.
- 2.7. The Contractor and any Subcontractors shall comply with United States Code (USC) 42 USC 1396u and shall not knowingly have a director, officer, partner, or person with a beneficial ownership of more than five percent (5%) of the Contractor's equity, or an employee, contractor, or consultant who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or otherwise excluded by any federal agency.



- 2.8. The Contractor and its subcontractors shall recognize the unique social/legal status of Indian nations; the tribes under the Supremacy clause; the Indian Commerce Clause of the United States Constitution; federal treaties; execution orders; Indian Citizens Act 1924 statutes; state and federal court decisions; and maintain compliance with the DSHS American Indian Policy 7.01, Exhibit J, attached hereto and incorporated herein by reference, or any successor, pursuant to the Centennial Accord between the Washington State government and the Washington Tribes.
- 2.9. Subject to all applicable statutes and/or regulations all services and activities performed pursuant to this Agreement shall comply with the requirements of the Fiscal/Program Requirements (formerly the BARS Manual) published by the Washington State Auditor Exhibit J attached hereto and incorporated herein by reference, the State of Washington behavioral health system mission statement, value statement and the guiding principles for the system.
- 2.10. The Contractor must incorporate Culturally Competent into the work that must:
- 2.10.1. Demonstrate efforts to work effectively with Federally Recognized Tribes;
- 2.10.1.1. The Federally Recognized Tribes and/or Recognized American Indian Organization's (RAIO) are defined in the following documents:
- 2.10.1.1.1. The Bureau of Indian Affairs Service Area List <http://www.bia.gov/WhoWeAre/RegionalOffices/Northwest/WeAre/Tribes/index.htm>;
- 2.10.1.1.2. The Governor's Office of Indian Affairs map of Federally Recognized Tribes of Washington State [http://www.goia.wa.gov/tribal\\_gov/documents/WAStateTribalMap.pdf](http://www.goia.wa.gov/tribal_gov/documents/WAStateTribalMap.pdf);
- 2.10.1.1.3. The DSHS 7.01 Policy, which identifies the Federally Recognized Tribes and RAIO's <https://dshs.wa.gov/sites/default/files/SESA/oip/documents/DSHS-AP-07-01.pdf>.
- 2.10.2. Demonstrate how cultural competence is incorporated and tracked in reports and during reviews.
- 2.11. Services must be provided in the most efficient and cost effective manner possible, in sufficient amount, intensity, duration and scope to enable Service Recipients to function at the highest possible level, given the severity of their disorder, in the least restrictive setting of their choice, and for children under age twenty-one (21), to progress developmentally as individually appropriate.
- 2.11.1. The Contractor shall ensure that the services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished.
- 2.11.2. The Contractor shall ensure services are not arbitrarily denied or reduced (e.g. the amount, duration, or scope of a required service) solely based on the diagnosis, type of mental illness, or the Service Recipient's mental health condition.

- 2.12. The Contractor shall furnish the necessary personnel, materials, and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth herein and as attached. Unless otherwise specified, the Contractor shall be responsible for performing or ensuring all fiscal and program responsibilities. No subcontract will terminate the legal responsibility of the Contractor to perform the terms of this Agreement.
- 2.13. The Contractor shall maintain all certifications, licenses and accreditations as necessary to perform the terms of this Agreement.
- 2.14. The Contractor shall perform a Washington State Patrol criminal background check for all employees. In addition to the Washington State Patrol criminal background check, all of the Contractor's employees, interns or volunteers who will or possibly could have unsupervised access to children under the age of sixteen (16), expectant mothers, developmentally disabled persons and vulnerable adults as a result of the employee's, intern's, or volunteer's duties, shall undergo a background check conducted in accordance with RCW 43.43.830-840 and/or RCW 74.15.030 and WAC 388-06.
- 2.15. As indicated by the individual's needs and eligibility, the Contractor shall assist Service Recipients, and families of children under age eighteen (18), in applying for and obtaining state and federal entitlement programs, including but not limited to assistance in enrolling Service Recipients with DSHS for Medicaid.
- 2.16. **Compliance with Applicable Law.** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, State, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations, and the following, whether or not a specific citation is identified in various sections of this Agreement:
- 2.16.1. Title XIX and Title XXI of the Social Security Act, Title 42 of CFR and Title 45 of CFR, Parts 160, 162, and 164.
- 2.16.2. All local, State, and federal professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Agreement.

### 3. **CONFIDENTIALITY**

#### 3.1. **Confidentiality**

- 3.1.1. The parties shall not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of any Program Agreement for any purpose that is not directly connected with the Contractor's performance of the services contemplated thereunder, except:
- 3.1.1.1. As provided by law; or
- 3.1.1.2. In the case of Personal Information, as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

- 3.1.2. The Contractor and CSHCD shall protect and maintain all Confidential Information gained by reason of this Agreement, 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:
  - 3.1.2.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
  - 3.1.2.2. Physically securing any computers, documents, or other media containing the Confidential Information;
  - 3.1.2.3. Ensure the security of Confidential Information transmitted via fax by:
    - 3.1.2.3.1. Verifying the recipient fax phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
    - 3.1.2.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person; and
    - 3.1.2.3.3. Verifying after transmittal that the fax was received by the intended recipient.
- 3.1.3. Upon request by CSHCD, at the end of this Agreement, or when no longer needed, Confidential Information shall be returned to CSHCD or DSHS, or the Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. The Contractor may obtain information regarding approved destruction methods.
- 3.1.4. Paper documents with Confidential Information may be recycled through a contracted firm, provided that the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. Protected Health Information (PHI)) must be destroyed through shredding, pulping, or incineration.
- 3.1.5. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be report to CSHCD within five (5) business days of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by CSHCD, law, or DSHS.
- 3.1.1. The Contractor must have in effect a system to protect individual records from inappropriate disclosure, and the system must:
  - 3.1.1.1. Comply with all applicable State and Federal laws and regulations, including 45 CFR Part 2; and
  - 3.1.1.2. Include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

### 3.2. **Confidentiality of Personal Information.**

- 3.2.1. The Contractor shall protect all Personal Information, records, and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34, and for individuals receiving substance abuse services, in accordance with 42 CFR Part 2 and RCW 70.96A. The Contractor shall have a process in place to ensure that all components of its provider network and system understand and comply with confidentiality requirements for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Agreement and the State Medicaid Plan. Such purposes include, but are not limited to:
  - 3.2.1.1. Establishing eligibility;
  - 3.2.1.2. Determining the amount of medical assistance;
  - 3.2.1.3. Providing services for recipients;
  - 3.2.1.4. Conducting or assisting in investigation, prosecution, or civil or criminal proceedings related to the administration of the State Medicaid Plan; and
  - 3.2.1.5. Assuring compliance with federal and State laws and regulations, and with terms and requirements of the Agreement.
- 3.2.2. The Contractor shall comply with all confidentiality requirements of HIPAA (45 CFR 160, 162 and 164).
- 3.2.3. In the event an individual's picture or personal story will be used, the Contractor shall first obtain written consent from that individual.
- 3.3. **Privacy and Confidentiality of Individual Identifiable Health Information (IIHI) and PHI.**
  - 3.3.1. The Contractor shall comply with applicable provisions of the HIPAA of 1996, codified in 42 USC §1320(d) et. seq. and 45 CFR Parts 160, 162 and 164, 42 CFR 431, the American Recovery and Reinvestment Act of 2009 (ARRA) and the Washington Uniform Health Care Information Act, RCW 70.02, 70.24, 71.05. and 71.34., to the extent applicable.
  - 3.3.2. The Contractor shall ensure that confidential information provided through or obtained by way of this Agreement or services provided, is protected in accordance with the Data Security Requirements Exhibit J attached hereto and incorporated herein by reference.
  - 3.3.3. CSHCD shall take appropriate action if a Contractor or their Subcontractor employee wrongly releases confidential information. Contractors shall inform CSHCD if a Subcontractor employee wrongly releases confidential information.

- 4. HIPAA COMPLIANCE.** Preamble: This section of the Agreement (referred to as "Contract" in this section) is the Business Associate Agreement as required by HIPAA.
- 4.1. Definitions.
- 4.1.1. "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.
- 4.1.2. "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.
- 4.1.3. "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.
- 4.1.4. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- 4.1.5. "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.
- 4.1.6. "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.
- 4.1.7. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104191, as modified by the ARRA, Sec. 13400 — 13424, H.R. 1 (2009) (HITECH Act).
- 4.1.8. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 4.1.9. "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).
- 4.1.10. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 4.1.11. "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.

- 4.1.12. "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.
- 4.1.13. "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.
- 4.1.14. "Trusted Systems" include only 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 Services (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.
- 4.1.15. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 4.2. 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 (DHHS), Office of Civil Rights.
- 4.3. Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:
  - 4.3.1. 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.
  - 4.3.2. 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).

- 4.3.3. 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.
- 4.3.4. 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.
- 4.3.5. 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.
- 4.3.6. Impermissible Use or Disclosure of PHI. Business Associate shall report to the SCRBHO 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 SCRBHO or DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 4.3.7. Failure to Cure. If the SCRBHO or DSHS 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 SCRBHO or DSHS do not end the violation, the SCRBHO 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.
- 4.3.8. Termination for Cause. Business Associate authorizes immediate termination of this Contract by the SCRBHO, if the SCRBHO or DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. The SCRBHO 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.
- 4.3.9. 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 DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

- 4.3.10. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
    - 4.3.10.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
    - 4.3.10.2. Return to the SCRBHO or DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
    - 4.3.10.3. 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;
    - 4.3.10.4. 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
    - 4.3.10.5. Return to the SCRBHO or DSHS 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.
  - 4.3.11. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.
- 4.4. Individual Rights.
- 4.4.1. Accounting of Disclosures.
    - 4.4.1.1. 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.
    - 4.4.1.2. Within ten (10) business days of a request from the SCRBHO or DSHS, Business Associate shall make available to the SCRBHO or DSHS the information in Business Associate's possession that is necessary for the SCRBHO or DSHS 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).



- 4.4.1.3. At the request of the SCRBHO or DSHS 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.
- 4.4.1.4. 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.
- 4.4.2. Access
  - 4.4.2.1. Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by the SCRBHO or DSHS or the Individual as necessary to satisfy the SCRBHO's or DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
  - 4.4.2.2. When the request is made by the Individual to the Business Associate or if the SCRBHO or DSHS 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 SCRBHO or DSHS, the Business Associate shall provide the records to the SCRBHO or DSHS within ten (10) business days.
- 4.4.3. Amendment.
  - 4.4.3.1. If the SCRBHO or DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then the SCRBHO or DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
  - 4.4.3.2. Business Associate shall make any amendments to PHI in a Designated Record Set as directed by the SCRBHO or DSHS or as necessary to satisfy the SCRBHO's or DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).
- 4.5. 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)

- 4.6. Obligations. To the extent the Business Associate is to carry out one (1) or more of DSHS'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 DSHS in the performance of such obligation(s).
- 4.7. Liability. Within ten (10) business days, Business Associate must notify the SCRBHO or DSHS 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 SCRBHO or DSHS 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.
- 4.8. Breach Notification.
- 4.8.1. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving SCRBHO or DSHS individuals, Business Associate will take all measures required by state or federal law.
- 4.8.2. Business Associate will notify the SCRBHO HIPAA Privacy and Security Officer within five (5) business days by email 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).
- 4.8.3. Business Associate will notify the SCRBHO HIPAA Privacy and Security Officer within five (5) business days by email 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 SCRBHO HIPAA Privacy and Security Officer. Business Associate will coordinate and cooperate with the SCRBHO or DSHS to provide a copy of its investigation and other information requested by the SCRBHO or DSHS, including advance copies of any notifications required for the SCRBHO or DSHS review before disseminating and verification of the dates notifications were sent.
- 4.8.4. If either DSHS or the SCRBHO determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI received from DSHS or involving DSHS enrolled individuals:

- 4.8.4.1. 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;
- 4.8.4.2. 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;
- 4.8.4.3. Requiring notification of the DHHS 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
- 4.8.4.4. DSHS will take appropriate remedial measures up to termination of this Contract.

4.9. Miscellaneous Provisions.

- 4.9.1. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- 4.9.2. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

**5. RELATIONSHIP OF PARTIES**

- 5.1. In providing services under this Agreement, the Contractor is an independent contractor. No provision of the Agreement is intended or deemed to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.
- 5.2. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation, for services described herein.

**6. RELATIONSHIP TO SERVICE RECIPIENT**

- 6.1. Nothing in this Agreement is intended nor shall be deemed to create a clinical relationship between the SCRBHO and any Service Recipient, and/or their families.

## 7. FUNDING

- 7.1. Funding sources for the Agreement are as follows:
- |  |                    |
|--|--------------------|
| Health and Human Services - Federal Block Grant  | \$80,000.00        |
| Catalog of Federal Domestic Assistance (CFDA) # 93.958 – Block Grants for Community Mental Health Services |                    |
| Not for research & development   |                    |
| <b>Total Maximum Funding</b>   |                    |
|  | <b>\$80,000.00</b> |
- 7.2. Total maximum funding for the Agreement is Eighty Thousand Dollars (\$80,000.00).
- 7.3. There shall be no payment made by the SCRBHO in the absence of a fully executed Agreement. Services provided in the absence of an executed Agreement shall be exclusively borne by the Contractor.
- 7.4. Payment made under the Agreement is intended by both the SCRBHO and the Contractor to be inclusive of all services provided under this Agreement, and constitute the SCRBHO's only financial obligation under the Agreement irrespective of whether the cost to the Contractor of providing services exceeds that obligation.
- 7.5. Funds for the programs set forth in this Agreement based on Federal Block Grant funds shall be subject to the terms and conditions of the State MHBG Exhibit J, attached hereto and incorporated herein by reference.
- 7.6. Reimbursement for services provided pursuant to this Agreement shall be paid to the Contractor on a cost reimbursement basis.
- 7.6.1. The Contractor shall be reimbursed from funding sources identified in this Section for allowable actual costs in the performance of this Agreement and according to the Budget.
- 7.6.2. The Contractor shall utilize all funding sources listed in their MHBG Proposal in a manner that will ensure services will continue for the nine (9) month contract period.
- 7.6.3. Each month, the Contractor shall submit to the SCRBHO a request for reimbursement pursuant to this section, including documentation substantiating allowable actual costs. Funds disbursed to the Contractor may not be used for unallowable costs, or costs incurred prior to the effective date of this Agreement. The Contractor shall submit claims for reimbursement no later than the last business day following the month in which services are provided.
- 7.6.4. The Contractor shall comply with Office of Management and Budget (OMB) Circulars defining allowable and unallowable costs that apply to this cost reimbursement section of the Agreement.
- 7.6.5. The Contractor shall not use costs payable by direct federal funds received by the Contractor as cost sharing or matching with other federal funds. Direct federal funds received by the Contractor cannot be used to provide financial assistance to an entity that is not public or not for profit.

- 7.6.6. The Contractor shall comply with the requirements of Section 1128(b) of the Social Security Act, which prohibits making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit services provided to Service Recipients.
- 7.7. Billing
- 7.7.1. The Contractor shall submit an invoice, and all required documentation after the 1<sup>st</sup> but no later than the last business day of the month following the month for which services are being reimbursed. The Contractor shall submit final Invoice not later than forty-five (45) days after the expiration of the Agreement. All revenue and expenses reported shall be final on the last business day of the month following the month of service submitted for payment. The SCRBHO shall pay the Contractor no later than thirty (30) days after receipt and approval of the Invoice, and all required documentation.
- 7.7.2. The Contractor shall submit the Quarterly Third Party Report, Exhibit J, no later than the last business day of the month following the end of the quarter
- 7.7.3. Third party services billed and collected by the Contractor may remain with the Contractor to be used toward the cost of operations.
- 7.7.4. Upon request or during monitoring, the Contractor shall provide to the SCRBHO copies of original supporting receipts and/or documentation necessary to indicate actual costs incurred by the Contractor directly relating to each of the costs identified in the Fiscal/Program Requirements (formerly the BARS Manual) cost center budgets provided by the Contractor.
- 7.7.5. Invoice with all accompanying documentation shall be sent to the SCRBHO at the following address:
- Spokane County Community Services,  
Housing, and Community Development Department  
C/o Fiscal Operation Manager  
312 West Eighth Avenue, Fourth Floor  
Spokane, Washington 99204
- 7.7.6. The Contractor shall maintain records in such a manner as to reasonably ensure that all third-party resources available to individuals are identified and pursued in accordance with the reasonable collection practices which the Contractor, or its subcontractors, applies to all other payors for services covered under this Agreement.
- 7.8. The Contractor shall comply with "Assurance and Representations" Exhibit C attached hereto and incorporated herein by reference. The Contractor shall submit a copy of the Third Party Reimbursement policy within thirty (30) days of the execution of this Agreement.
- 7.9. Allowable and unallowable costs under this Agreement shall be defined by applicable OMB Circular Cost Principles.
- 7.10. The Contractor shall ensure that all funds paid to the Contractor by the SCRBHO pursuant to this Agreement including interest earned thereby are used to support the public mental health system.

- 7.11. Recovery of Overpayment to the Contractor
- 7.11.1. The Contractor shall not be reimbursed more than the amount described in subsection 7.1. of this Agreement. When the Contractor, the SCRBHO, or any other state or federal agency determines that the Contractor has received payments under this Agreement in excess of reimbursement described in Section 7.1. of this Agreement, or otherwise not in conformity with the Agreement, the SCRBHO shall recoup those payments, together with interest, as provided in RCW 74.09.200 et. seq., and RCW 43.20B.695, from what would otherwise be the SCRBHO's liability under the Agreement. If the Contractor receives a notice of overpayment, which the SCRBHO shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Contractor.
- 7.12. The Contractor shall establish and maintain a system of accounting and internal controls that comply with generally accepted accounting principles and all federal, state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to federal, state and/or local grants, awards, and/or contracts.
- 7.12.1. The Contractor shall have written policies and procedures as related to accounting and internal controls.
- 7.12.2. The Contractor's financial management system at a minimum shall:
- 7.12.2.1. Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency;
- 7.12.2.2. Have the ability to pay for all expenses incurred during this Agreement period, including services that have been provided under the Agreement but paid after termination;
- 7.12.2.3. Include source documentation in support of allowable actual costs;
- 7.12.2.4. The SCRBHO will review actual source documents during on-site fiscal monitoring;
- 7.12.2.5. Be compatible with the SCRBHO and its Administrative Service Organization (ASO) designee electronic data submission and fiscal systems, to ensure timely reporting and reconciliation requirements further described in the Manual; and
- 7.12.2.6. The Contractor must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must include contract information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
- 7.12.2.7. Exhibit a detailed accounting of funds collected, received, and expended for account of this Agreement for any purpose. The accounts shall show the receipt, use, and disposition of all funds received pursuant to this agreement, and the income, if any,

derived there from; all receipts, vouchers, and other documents kept, or required to be kept, necessary to isolate and provide the validity of every transaction; all statements and reports made or required to be made, for the internal administration of the office to which they pertain.

### 7.13. Federal Block Grants

- 7.13.1. Contractors receiving Federal Block Grant Funds under this Agreement shall submit a final summary report for services provided between April 1, 2016 and June 30, 2017 to the SCRBHO by July 15, 2017 in a format provided by the DSHS/DBHR. A template for this report will be provided by the SCRBHO no later than May 1, 2017.
- 7.13.2. For federal block grant funds, the Contractor is a sub-recipient.
- 7.13.3. The Contractor may not use federal block grants funds for:
  - 7.13.3.1. Services and programs that are covered under the capitation rate for Medicaid-covered services to Medicaid Enrollees;
  - 7.13.3.2. The Contractor's administrative costs associated with salaries and benefits at the Contractor's organizational level;
  - 7.13.3.3. Inpatient mental health services;
  - 7.13.3.4. Construction and/or renovation;
  - 7.13.3.5. Capital assets or the accumulation of operating reserve accounts;
  - 7.13.3.6. Equipment costs over Five Thousand Dollars (\$5,000.00);
  - 7.13.3.7. Cash payments to individuals; or
  - 7.13.3.8. State match for other federal funds.
- 7.13.4. The Contractor shall comply with the Utilization Funding Agreement guidelines within the State's most recent MHBG plan. The Contractor agrees to comply with Title V, Section 1913 of the Public Health Services Act (42 USC 300X-1 et seq.).
- 7.14. The Contractor shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating SCRBHO funds.
  - 7.14.2. The Contractor shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with the Contractor's response to the audit and corrective action plan, if any, no later than six (6) months after the end of the Contractor's fiscal year. The Contractor hereby consents to the SCRBHO review of the independent auditor's working papers, upon request by the SCRBHO
  - 7.14.2. Failure to engage auditors and provide proof of such engagement prior to the end of the contract term shall be considered contractual non-performance and can result in corrective action and withholding of payment.

- 7.15. If, under separate agreement, the Contractor is required to provide a 2 CFR Part 200 independent audit, that at a minimum meet the requirements of the Agreement, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that a copy of said audit is forwarded to the SCRBHO.
- 7.16. **Single Audit Act Compliance.** If the Contractor is a sub recipient and expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year, Exhibit D attached hereto and incorporated herein by reference. Upon completion of each audit, the Contractor shall:
- 7.16.1. Submit its audit report, including any “Management Letter” and/or all other correspondences referred to in the audit report, along with the Contractor’s response to the audit and corrective action plan, if any, no later than six (6) months after the end of the Contractor’s fiscal year. The Contractor hereby consents to the SCRBHO review of the independent auditor’s working papers, upon request by the SCRBHO;
  - 7.16.2. Submit to the SCRBHO contact person, listed on the cover page of this Agreement, the data collection form and reporting package specified in 2 CFR 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; and
  - 7.16.3. Follow-up and develop corrective action for all audit findings in accordance with 2 CFR Part 200, Subpart F, and prepare a “Summary Schedule of Prior Audit Findings.”

## 8. POLITICAL ACTIVITIES

- 8.1. No funds awarded under the Agreement shall be allowed to in any way support the cost of attempting to influence legislation and/or policy pending before any local, federal or state legislative body, except as provided in RCW 42.17.190.

## 9. COVERED LIVES AND SERVICES

- 9.1. The Contractor shall provide services described in the Scope of Work, Exhibit B, to individuals identified in the Scope of Work.

## 10. PROGRAM INTEGRITY

- 10.1. The Contractor shall ensure compliance by having written policies, procedures, and standards of conduct that articulate the Contractor’s commitment to comply with all applicable Federal and State program integrity standards, including proper payments to providers and methods for detection of fraud, waste, and abuse.
- 10.2. The Contractor shall include Program Integrity requirements in its subcontracts and subcontractor applications, credentialing and re-credentialing processes. These requirements must also be propagated to any other lower tier subcontracts entered into by a subcontractor.



- 10.3. The following are relevant citations for Program Integrity compliance. The Contractor is expected to be familiar with, comply with, and require subcontractor compliance with all regulations related to Program Integrity whether those regulations are listed or not. Provider credentialing must incorporate program integrity requirements. See 42 CFR 438.608(a), 42 CFR 455, and 42 CFR 1000 through 1008.
- 10.4. Required Provisions Contractors:
- 10.4.1. The Contractor shall disclose to the SCRBHO upon contract execution, and upon request when a contract is renewed or extended (42 CFR 455.104(c)(1)(ii)), and within thirty-five (35) days after any change in ownership (42 CFR 455.104(c)(1)(iv)):
- 10.4.1.1. The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor, 42 CFR 455.104(b)(1)(i);
- 10.4.1.2. For a corporate entity, the disclosure must include primary business address, every business location, and P.O. Box address and tax identification number 42 CFR 455.104(b)(1)(i) and (iii);
- 10.4.1.3. For individuals, date of birth and Social Security Number. 42 CFR 455.104(b)(1)(ii);
- 10.4.1.4. If the Contractor has a five percent (5%) ownership interest in any of its Subcontractors, the tax identification number of the subcontractor(s) (42 CFR 455.104(b)(1)(iii));
- 10.4.1.5. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the owner of the Contractor has a control or interest (42 CFR 455.104(b)(3));
- 10.4.1.6. Whether any person with an ownership or controlling interest is related by marriage or blood to any other person with an ownership or controlling interest.
- 10.4.1.7. Any other tax identification number (in the case of a corporation) with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest (42 CFR 455.104(b)(1)(iii)); or
- 10.4.1.8. Whether the Contractor has a five percent (5%) ownership in any of its subcontractors or is related to any person with ownership or controlling interest in a subcontractor is related as a spouse, parent, child, or sibling (42 CFR 455.104(b)(2)).
- 10.4.2. The Contractor shall disclose to the SCRBHO or to the DHHS Secretary, within thirty-five (35) days of a request, full and complete information about [42 CFR 455.105(a)]:
- 10.4.2.1. The ownership of any subcontractor with whom they have had business transactions totaling more than Twenty-Five Thousand Dollars (\$25,000.00) during the twelve (12) month period ending on the date of the request (42 CFR 455.105(b)(1)); or

- 10.4.2.2. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of the request (42 CFR 455.105(b)(1)).
- 10.4.3. The Contractor shall investigate and disclose to the SCRBHO, at contract execution, or renewal, and upon request of the SCRBHO, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XIX services program since the inception of those programs and who is (42 CFR 455.106(a)):
  - 10.4.3.1. A person who has an ownership or control interest in the Contractor (42 CFR 455.106(a)(1));
  - 10.4.3.2. An agent or person who has been delegated the authority to obligate or act on behalf of the Contractor (42 CFR 455.101; 42 CFR 455.106(a)(1)); or
  - 10.4.3.3. An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, the Subcontractor (42 CFR 455.101; 42 CFR 455.106(a)(2)).
- 10.5. Fraud and Abuse. Fraud means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person and includes any act that constitutes fraud under applicable federal or State law. Abuse means provider actions that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.
  - 10.5.1. The Contractor's, Fraud and Abuse program shall have procedures for the following requirements:
    - 10.5.1.1. Provision of detailed information to employees and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a)(68) of the Social Security Act;
    - 10.5.1.2. Administrative and management arrangements or procedures, and a mandatory compliance plan;
    - 10.5.1.3. Written policies, procedures, and standards of conduct requiring that the Contractor and the Contractor's officers, employees, agents and subcontractors are in compliance with the requirements of this section;
    - 10.5.1.4. A designated compliance officer and a compliance committee who is accountable to senior management;
    - 10.5.1.5. Effective ongoing training and education for the compliance officer, staff of the Contractor, and selected staff of the Contractors subcontractors;

- 10.5.1.6. Effective communication between the compliance officer, the Contractor's employees, and the Contractor's network of Behavioral Health Agency (BHAs);
  - 10.5.1.7. Enforcement of standards through well-publicized disciplinary guidelines;
  - 10.5.1.8. Internal monitoring and auditing of the Contractor and providers;
  - 10.5.1.9. Provisions for prompt responses to detected offenses and development of corrective action initiatives;
  - 10.5.1.10. Provision for full cooperation with any federal, Health Care Authority (HCA) or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for their investigation; and
  - 10.5.1.11. A methodology to verify that services billed by providers were actually provided to individuals.
- 10.6. Provider Payment Suspensions. The SCRBHO shall establish policies and procedures for suspending a provider's payments when the SCRBHO determines a credible allegation of fraud exists and there is a pending investigation (42 CFR 455.23). The SCRBHO will follow the guidelines set by DSHS DBHR in Contract 1669-72700, Exhibit J attached hereto and incorporated herein by reference as.
- 10.7. Excluded Providers. The SCRBHO and the Contractor are prohibited from paying with funds received under this Agreement for goods and services furnished, ordered or prescribed by excluded individuals and entities: (Social Security Act (SSA) Section 1903(i)(2); 42 CFR 455.104; 42 CFR 455.106; and 42 CFR 1001.1901(b)). In addition, the SCRBHO and the Contractor shall ensure that it does not employ or contract with anyone that is excluded from participation in Federal health care programs under Section 1128 or Section 1128A of the SSA, Executive Order 12549 or 45 CFR 92.35. The Contractor shall:
- 10.7.1. Monitor for excluded individuals and entities by:
    - 10.7.1.1. Screening the Contractor's and subcontractor's directors, officer, and partners prior to entering into a contractual or other relationship, and screening annually thereafter;
    - 10.7.1.2. Screening individuals and entities with an ownership or control interest of at least five percent (5%) of the Contractor's equity prior to entering into a contractual or other relationship, and screening annually thereafter;
    - 10.7.1.3. Screening individuals with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement, and screening annually thereafter;
    - 10.7.1.4. Screening monthly newly added Contractor's and subcontractor's employees, individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract; and

- 10.7.1.5. Screening monthly the Contractor and subcontractor's employees, individuals and entities with an ownership or control interest that would benefit from funds received under this Contract for newly added excluded individuals and entities.
- 10.7.2. The Contractor must report to the SCRBHO:
  - 10.7.2.1. Any excluded individuals and entities discovered in the screening within ten (10) business days;
  - 10.7.2.2. Any payments made by the Contractor that directly or indirectly benefit excluded individuals and entities and the recovery of such payments;
  - 10.7.2.3. Any actions taken by the Contractor to terminate relationships with Contractor and subcontractor's employees and individuals with an ownership or control interest discovered in the screening;
  - 10.7.2.4. Any Contractor and subcontractor's employees and individuals with an ownership or control interest convicted of any criminal or civil offense described in SSA section 1128 within ten (10) business days of the Contractor becoming aware of the conviction;
  - 10.7.2.5. Any subcontractor terminated for cause within ten (10) business days of the effective date of termination to include full details of the reason for termination; and
  - 10.7.2.6. Any Contractor and subcontractor's individuals and entities with an ownership or control interest. The Contractor must provide a list with details of ownership and control no later than April 30, 2016, and notify the SCRBHO of any changes within thirty (30) calendar days.
- 10.7.3. The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.
  - 10.7.3.1. The Contractor will immediately terminate any employment, contractual, and control relationships with an excluded individual and entity that it discovers.
  - 10.7.3.2. Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to individuals (SSA section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).
- 10.7.4. An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of five percent (5%) or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 CFR 455.104(a), and 42 CFR 1001.1001(a)(1)).

- 10.7.4.1. In addition, if DSHS notifies the Contractor that an individual or entity is excluded from participation by DSHS in BHO's, the Contractor shall terminate all beneficial, employment and contractual, and control relationships with the excluded individual or entity immediately (Washington Administrative Code (WAC) 388-502-0030).
- 10.7.4.2. The list of excluded individuals may be found at: <http://www.oig.hhs.gov/fraud/exclusions.asp> and <https://www.sam.gov/portal/public/SAM/>.
- 10.7.4.3. SSA section 1128 may be found at: [http://www.ssa.gov/OP\\_Home/ssact/title11/1128.htm](http://www.ssa.gov/OP_Home/ssact/title11/1128.htm).

## 11. MAINTENANCE AND RETENTION OF RECORDS

### 11.1. Records Maintenance:

- 11.1.1. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, and other such records as may be reasonably required by the SCRBHO to ensure proper accounting for all Agreement funds and compliance with this Agreement
- 11.1.2. Fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with generally accepted accounting principles and retained for a period prescribed by any applicable tolling or other statute, but in no instance less than six (6) years after termination of this Agreement.
- 11.1.3. The Contractor shall provide a Records Maintenance Policy and Procedures which will cover records storage, retention, and disposition procedures. The Contractor shall also have a process in place to ensure compliance with confidentiality requirements of behavioral health program records.
- 11.1.4. For the same period, the Contractor shall maintain records sufficient to substantiate the SCRBHO's statement of its organization's structure, tax status, capabilities, and performance.
- 11.1.5. The Contractor shall deliver to the SCRBHO, upon request all Board of Directors meeting minutes, and other committee or subcommittee minutes where activity under the Agreement was discussed. The Contractor shall have the right to redact out information that does not relate to activity under this Agreement.
- 11.1.6. Maintain the content of all medical records in a manner consistent with utilization control requirements of 42 CFR §456, 42 CFR §434.34 (a), 42 CFR §456.111, and 42 CFR §456.211.

- 11.2. Records Retention. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six (6) year period, the records shall be retained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later.

- 11.2.1. The Contractor shall maintain records sufficient to:
  - 11.2.1.1. Document performance of all acts required by law, regulation, or this Agreement;
  - 11.2.1.2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
  - 11.2.1.3. Demonstrate the accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to Spokane County and all expenditures made by the Contractor to perform as required by this Agreement.
- 11.2.2. The Contractor and its Subcontractors shall cooperate in all reviews, including but not limited to, surveys, and research conducted by DSHS or other Washington State Departments.
- 11.2.3. Evaluations under this Agreement shall be done by inspection or other means to measure quality, appropriateness, and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.
- 11.2.4. The Contractor shall maintain books, records, documents, and other materials relevant to this Agreement which sufficiently and properly reflect all payments made.

## **12. DATA SUBMISSION**

- 12.1. The Contractor shall provide to the SCRBHO all data described in the Scope of Work, Exhibit B, and as requested by the SCRBHO. Data provided by the Contractor shall comply with the requirements of the SCRBHO Federal Block Grant Plan.
- 12.2. The Contractor shall provide written certification that attests, based on best knowledge, information and belief, of the Contractor's Chief Executive Officer or its equivalent a) to the accuracy, completeness, and truthfulness of data; b) that the Contractor is in compliance with the Agreement; c) to the accuracy, completeness, and truthfulness of documents specified by the DSHS/DBHR and/or the SCRBHO.
- 12.3. The Contractor shall archive documentation on their information system in compliance with HIPAA regulations.

## **13. MANAGEMENT INFORMATION SYSTEM**

- 13.1. Data Submission and Error Correction
  - 13.1.1. The Contractor shall provide the SCRBHO with all data described in the DSHS/DBHR "Service Encounter Reporting Instructions" and the "SCRBHO Data Dictionary," Exhibit J attached hereto and incorporated herein by reference, and encounters shall be submitted as described in DSHS/DBHR "Encounter Data Reporting Guide," or, any successor, incorporated herein by reference.

- 13.1.2. The Contractor shall report a minimum of ninety percent (90%) of Enrollee demographics and service encounters to the SCRBHO Management Information System within ten (10) business days from the date of service, with one hundred percent (100%) due within thirty (30) calendar days from the date of service.
- 13.1.3. The Contractor shall resubmit data rejected due to errors. The Contractor must resubmit corrected data within fourteen (14) calendar days of when the SCRBHO notifies the Contractor of data submission errors.
- 13.1.4. Corrections to previously submitted service encounters may be made up to one hundred eighty (180) days after the service encounter occurred.
- 13.1.5. The Contractor shall implement changes documented in DSHS/DBHR "Service Encounter Reporting Instructions," the "SCRBHO Data Dictionary," and DSHS "Encounter Data Reporting Guide" within ninety (90) days from the date published. When changes on one document require changes to the other, DSHS/DBHR and/or SCRBHO shall publish all affected documents concurrently.
- 13.1.6. The Contractor shall implement changes to the content of national standard code sets (such as Current Procedural Technology (CPT), Healthcare Common Procedure Coding (HCPC), Place of Service code sets) per the instructions and implementation schedule or deadline from the issuing organization. If the issuing organization does not provide an implementation schedule or deadline, the Contractor shall implement the changes within ninety (90) days.
- 13.1.7. When DSHS/DBHR makes any changes the SCRBHO shall send at least one (1) test batch of data containing the required changes. The test batch must be received no later than fifteen (15) days prior to the implementation date. The SCRBHO may require the Contractor to provide or assist with the testing of the required changes.
  - 13.1.7.1. The processed test batch must result in at least eighty percent (80%) successfully posted transactions or an additional test batch is required.
- 13.1.8. The SCRBHO and the Contractor shall respond to requests from DSHS/DBHR for information not covered by the data dictionary in a timeframe determined by DSHS/DBHR that will allow for a timely response to inquiries from Center for Medicaid / Medicare Services (CMS), the legislature, DSHS, and other parties.
- 13.1.9. No Contractor encounter transaction shall be accepted for initial entry or data correction after eleven (11) months from the date of service, except by special exception.
- 13.2. Business Continuity and Disaster Recovery
  - 13.2.1. The Contractor shall create and maintain a business continuity and disaster recovery plan that insures timely reinstatement of the consumer information system following total loss of the primary system or a substantial loss of functionality. The plan must be in written format, have an identified update process (at least annually) and a copy must be stored off site.

13.2.1.1. The SCRBHO must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by January 1, 2017. The certification must indicate that the plans are up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor and Subcontractor plans are available for DSHS or the contracted External Quality Review Organization (EQRO) to review and audit. The plan must address the following:

- 13.2.1.1.1. A mission or scope statement;
- 13.2.1.1.2. An appointed Information Services Disaster Recovery Staff;
- 13.2.1.1.3. Provisions for Backup of Key personnel; Identified Emergency Procedures; Visibly listed emergency telephone numbers;
- 13.2.1.1.4. Procedures for allowing effective communication; Applications Inventory and Business Recovery priority; Hardware and software vendor list;
- 13.2.1.1.5. Confirmation of updated system and operations documentation; Process for frequent backup of systems and data;
- 13.2.1.1.6. Off-site storage of system and data backups; Ability to recover data and systems from backup files;
- 13.2.1.1.7. Designated recovery options which may include use of a hot or cold site; and
- 13.2.1.1.8. Evidence that disaster recovery tests or drills have been performed.

### 13.3. Contractor Data Quality Verification

13.3.1. The SCRBHO shall maintain and either provide to Contractors, or require Contractors to also maintain, a health information system that complies with the requirements of 42 CFR §438.242 and provides the information necessary to meet the Contractor's obligations under this Agreement. The SCRBHO shall have in place mechanisms to verify the health information received from Contractors is complete and accurate. Mechanisms shall include the following:

- 13.3.1.1. Verifying the accuracy by review of error reports and/or error resolution reports and timeliness as defined in this Contract/Agreement; and screening the Contractors data for completeness, logic and consistency of the data received from Subcontractors;

### 13.4. Data Certification

13.4.1. The Contractor shall comply with the required format provided in the Encounter Data Transaction Guide published by DSHS/DBHR. Data includes encounters documenting services paid for by the Contractor and delivered to consumers through the Contractor during a specified



reporting period as well as other data per DSHS/DBHR Data Dictionary and Service Encounter Reporting Instructions. DSHS/DBHR collects and uses this data for many reasons such as: federal reporting (42 CFR 438.242(b)(1)); rate setting and risk adjustment; service verification, managed care quality improvement program; utilization patterns and access to care; DSHS/DBHR hospital rate setting; and research studies.

- 13.4.2. Data Certification Requirements: Any information and/or data required by this Contract and submitted to the SCRBHO shall be certified by the Contractor pursuant to 42 CFR 438.242(b)(2) and 438.600 through 606.
- 13.4.2.1. Source of Certification: The information and/or data shall be certified by one of the following:
- 13.4.2.1.1. The Contractor's Chief Executive Officer; or
- 13.4.2.1.2. The Contractor's Chief Financial Officer.
- 13.4.2.2. Content of Certification: The Contractor's certification shall attest, based on best knowledge, information, and belief, to the accuracy, completeness and truthfulness of the information and/or data.
- 13.4.2.3. Timing of Certification: The Contractor shall submit the certification on a monthly basis and it is due seven (7) business days from Contractor being notified that the SCRBHO IS Monthly Activity Reports are available at the SCRBHO website. Certification forms should be submitted to the SCRBHO IS Help Desk via email or fax.

#### **14. QUALITY MANAGEMENT**

- 14.1. The Contractor shall undertake quality management activities to address any performance measures that have been identified as needing improvement.
- 14.2. The Contractor and/or its subcontractors shall allow access to and cooperate with the SCRBHO and its formal designee, as necessary to conduct on-going monitoring and review of the SCRBHO's quality management program to ensure continued improvements to the quality of public behavioral health services in their service area and to determine the effectiveness of the overall regional system of care.
- 14.3. The Contractor shall develop internal grievance procedures and work with the SCRBHO and the Ombuds to resolve problems at the lowest possible administrative level.
- 14.3.1. The Contractor shall ensure its grievance process complies with WAC 388-877-0605 and 388-877A-0410 through 0460 or any successors.
- 14.3.2. Service Recipient rights shall be posted in all areas that are open to Service Recipients and shall be translated into languages as defined by the Department. Written internal grievance procedures must be available to Service Recipients on request.
- 14.3.3. The Contractor shall cooperate with the Ombuds as required by WAC 388-865-0250 and 0330.

- 14.4. The Contractor shall participate with the SCRBHO and/or DSHS/DBHR in its annual review activities (e.g. BHO certification, provider licensure and certification). Participation shall include: submission of deliverables and other materials necessary for the team prior to their visit; completion of site visit protocols; assistance in scheduling interviews and agency visits; and other assistance as needed.
- 14.5. Independent Peer Review Required (45 CFR 96.136).
- 14.5.1. The SCRBHO must ensure that contractors participate in the statewide independent peer review process when requested by DSHS as outlined in the DSHS Peer Bridger Agreement 1669-72700, Exhibit J Independent Peer Review Procedures. The Contractor will be reviewed by experts in the field of mental health treatment to assess the quality, appropriateness, and efficiency of treatment services provided to individuals.
- 14.5.2. As part of the process, reviews will include at least five percent (5%) of MHBG supported individual records to determine quality and appropriateness of treatment services, while adhering to all federal and state confidentiality requirements, including 45 CFR Part 2. The five percent (5%) threshold of the number of records:
- 14.5.2.1. Shall be based on a monthly average individuals served (e.g. monthly average served in 100, then minimum number selected is 5); and
- 14.5.3.2. Number selected may be modified up or down by DSHS, taking into account the type of provider.

## **15. CONTRACTOR MONITORING**

- 15.1. The Contractor shall cooperate with the SCRBHO or its agent in the evaluation of the Contractor's performance under the Agreement and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.17.
- 15.2. The Contractor agrees that the SCRBHO, DSHS/DBHR, Office of the State Auditor, the DHHS, the Comptroller General, or any of their duly-authorized representatives, have the authority to conduct announced or unannounced:
- 15.2.1. Surveys;
- 15.2.2. Audits;
- 15.2.3. Reviews of compliance with licensing and certification requirements and compliance to this Agreement;
- 15.2.4. Audits regarding the quality, appropriateness, and timeliness of services of the Contractor and subcontractors; and
- 15.2.5. Audits and inspections of financial records of the Contractor and its subcontractors.

- 15.3. The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the SCRBHO, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. The SCRBHO shall provide reasonable notice of any SCRBHO monitoring or evaluation, unless the SCRBHO has reason to believe that service recipients are not receiving appropriate services in a safe environment or otherwise not in compliance with this Agreement. The SCRBHO shall monitor the Contractor programmatically and financially on site annually. The Contractor shall make available to the SCRBHO, Department, or the state auditor all records, books or pertinent information which the Contractor shall have kept pertaining to the Agreement and as required by the Agreement and/or Washington law. The Contractor shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of the Agreement. The Contractor shall respond timely and accurately to requests from the SCRBHO to provide information necessary to respond to inquiries from DSHS/DBHR, or other entities.
- 15.4. The Contractor shall provide all necessary and relevant information requested and cooperate fully with Ombuds, or any other SCRBHO effort to ensure access and quality of care to service recipients.
- 15.5. The Contractor agrees to notify the SCRBHO in advance of any state or other formal inspections, audits, accreditation or program reviews and provide to the SCRBHO copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt, to the SCRBHO.
- 15.6. The Contractor shall make all Board of Directors meeting minutes and other committee or subcommittee minutes where activity under the Agreement was discussed available to the SCRBHO upon request.
- 15.7. Monitoring:
- 15.7.1. The SCRBHO will conduct a fiscal monitoring annually which may occur during or after the current contract period. The purpose of the monitoring is to document that the Contractor is fulfilling the requirements of the Agreement.
- 15.7.2. Program monitoring is conducted at least one (1) time every year. Monitoring's under this Agreement shall be done by inspection or other means to measure quality, appropriateness, the amount and timeliness of services, and to determine whether the Contractor and its Subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable State and federal regulations as existing or hereafter amended.

## **16. REMEDIAL ACTION**

- 16.1. The SCRBHO may initiate remedial action if it is determined that any of the following situations exist:
- 16.1.1. A problem exists that negatively impacts individuals receiving services;
- 16.1.2. The Contractor has failed to perform any of the behavioral health services required in this Agreement;

- 16.1.3. The Contractor has failed to develop, produce, and/or deliver to the SCRBHO any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Agreement;
  - 16.1.4. The Contractor has failed to perform any administrative function required under this Agreement. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of behavioral health services;
  - 16.1.5. The Contractor has failed to resolve a situation identified pursuant to this section, to the satisfaction of the SCRBHO within prescribed time frames;
  - 16.1.6. The Contractor has failed to implement corrective action required by the SCRBHO within the SCRBHO prescribed timeframes;
  - 16.1.7. The Contractor has failed to correct or remedy violations issued by a State of Federal agency including but not limited to program, licensing or fiscal requirements; or
  - 16.1.8. The Contractor has failed to develop, produce, and/or deliver to the SCRBHO any state or formal inspections, audits, accreditation, program reviews including any final Corrective Action Plans or other written response and proof that the violations of said inspections, audits, accreditations, program reviews and Corrective Action Plans have been made, in compliance with all the provisions of this Agreement.
- 16.2. The SCRBHO may impose any of the following remedial actions in any order:
- 16.2.1. Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to the SCRBHO within thirty (30) calendar days of notification. Corrective action plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Agreement. The SCRBHO may extend or reduce the time allowed for corrective action depending upon the nature of the situation;
    - 16.2.1.1. Corrective action plans must include:
      - 16.2.1.1.1. A brief description of the situation requiring corrective action;
      - 16.2.1.1.2. The specific actions to be taken to remedy the situation;
      - 16.2.1.1.3. A timetable for completion of the actions; and
      - 16.2.1.1.4. Identification of individuals responsible for implementation of the plan.
    - 16.2.1.2. Corrective action plans are subject to approval by the SCRBHO, which may:
      - 16.2.1.2.1. Accept the plan as submitted;
      - 16.2.1.2.2. Accept the plan with specified modifications;
      - 16.2.1.2.3. Request a modified plan; or

- 16.2.1.2.4. Reject the plan.
- 16.2.2. Any corrective action plan that was in place as part of a previous SCRBHO Agreement will be applied to this Agreement in those areas where the Contract requirements are substantially similar;
- 16.2.3. Withhold up to five percent (5%) of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. The SCRBHO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved;
- 16.2.4. Increase withholdings identified above by up to an additional three percent (3%) for each successive month during which the remedial situation has not been resolved;
- 16.2.5. Deny any incentive payment, if applicable, to which the Contractor might otherwise have been entitled under this Agreement or any other arrangement by which the SCRBHO provides incentives; and
- 16.2.6. Terminate for Default as described in the General Terms and Conditions; this may include releasing a Request for Proposals to re-procure the services provided under this agreement.
- 16.3. When imposing any of the above corrective actions, the SCRBHO shall consider which action is best suited to accomplish the SCRBHO's obligation to satisfactorily perform under DSHS/DBHR Contract No. 1669-72700.

## 17. TERMINATION

- 17.1. **Termination Due to Change in Funding, Contract Renegotiation, or Contract Suspension.**
  - 17.1.1. If the funds upon which the SCRBHO relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the SCRBHO may terminate this Agreement by providing at least five (5) business days' written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination. The SCRBHO shall give the Contractor such advance written notice of termination as the notice of withdrawal, reduction, or limitation received by the SCRBHO will permit. The SCRBHO reserves the right to renegotiate the Agreement under any new funding limitations and/or conditions imposed upon the SCRBHO.
  - 17.1.2. At the SCRBHO's discretion, the Agreement may be renegotiated under the revised funding conditions.
  - 17.1.3. At the SCRBHO's discretion, the SCRBHO may give notice to the Contractor to suspend performance when the SCRBHO determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the Contractor's performance to be resumed prior to the normal completion date of this contract.
  - 17.1.4. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

- 17.1.5. When the SCRBHO determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance. Upon the receipt of this notice, the Contractor will provide written notice to the SCRBHO informing the SCRBHO whether it can resume performance and, if so, the date of resumption. For purposes of this sub subsection, "written notice" may include email.
- 17.1.6. If the Contractor's proposed resumption date is not acceptable to the SCRBHO and an acceptable date cannot be negotiated, the SCRBHO may terminate the contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. The SCRBHO shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- 17.1.7. The SCRBHO may immediately terminate the Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. The SCRBHO shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to the SCRBHO in the event the termination option in this section is exercised.
- 17.2. **Termination for Convenience.** The SCRBHO may terminate this Agreement in whole or in part for convenience by giving the Contractor at least ninety (90) calendar days' written notice. The Contractor may terminate this Agreement for convenience by giving the SCRBHO at least ninety (90) calendar days' written notice addressed to the SCRBHO contact person (or to his or her successor) listed on the first page of this Agreement.
- 17.3. **Termination Due to Change in the SCRBHO/DSHS/DBHR Agreement.** In the event that changes to the terms of DBHR's Agreement becomes invalid in any way after the effective date of the Agreement and prior to its normal completion, the SCRBHO may terminate this Agreement, subject to re-negotiation (if applicable) under those new special terms and conditions.
- 17.4. **Termination for Default.**
- 17.4.1. The SCRBHO may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the SCRBHO has a reasonable basis to believe that the Contractor has:
- 17.4.1.1. Failed to meet or maintain any requirement for contracting with the SCRBHO;
  - 17.4.1.2. Failed to protect the health or safety of any SCRBHO individual;
  - 17.4.1.3. Failed to perform, or otherwise breached, any term or condition of this Agreement, or any provision of this Agreement;
  - 17.4.1.4. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and
  - 17.4.1.5. Otherwise breached any provision or condition of this Agreement.

- 17.4.2. Before the SCRBHO may terminate this Agreement for default, the SCRBHO shall provide the Contractor with written notice of the Contractor's noncompliance with the Agreement and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the SCRBHO may then terminate the Agreement. The SCRBHO may terminate the Agreement for default without such written notice and without opportunity for correction if the SCRBHO has a reasonable basis to believe that an individual's health or safety is in jeopardy.
- 17.4.3. The Contractor may terminate this Agreement for default, in whole or in part, by written notice to the SCRBHO, if the Contractor has a reasonable basis to believe that the SCRBHO has:
- 17.4.3.1. Failed to meet or maintain any requirement for contracting with the Contractor;
  - 17.4.3.2. Failed to perform under any provision of this Agreement;
  - 17.4.3.3. Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
  - 17.4.3.4. Otherwise breached any provision or condition of this Agreement.
- 17.4.4. Before the Contractor may terminate this Agreement for default, the Contractor shall provide the SCRBHO with written notice of the SCRBHO's noncompliance with the Agreement and provide the SCRBHO a reasonable opportunity to correct the SCRBHO's noncompliance. If the SCRBHO does not correct SCRBHO's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Agreement.
- 17.4.5. If it is later determined that the Contractor was no in default, the termination shall be considered a termination for convenience.
- 17.5. Termination for Failed Program Integrity**
- 17.5.1. The SCRBHO may immediately terminate this Contract by providing the Contractor written notice if any of the following occurs:
- 17.5.1.1. Any owner of the Contractor becomes debarred;
  - 17.5.1.2. Failure to provide accurate and timely information required by 42 CFR 455.106 (a), 42 CFR 455 Subpart E, 42 CFR 455.416 (d) by the Contractor, any Owner, Agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational control, or who directly or indirectly conducts operations of the Contractor;
  - 17.5.1.3. The Contractors owners do not cooperate with any screening methods required under 42 CFR 455.455, Subpart E, 42 CFR 455.416 (a);
  - 17.5.1.4. The Contractors owners are convicted of a criminal offense related to the persons involvement with the Medicare, Medicaid or Title XXI program in the last ten (10) years, 42 CFR 455.416 (b);

- 17.5.1.5. The Contractor has been terminated under Title XVIII of the Social Security Act, or under any States Medicaid or CHIP program, 42 CFR 455.416 (c);
  - 17.5.1.6. Failure to comply with this a request for the Contractor or its owners, to provide to DSHS fingerprints in a form determined by DSHS within thirty (30) days of a CMS or DSHS agency request, 42 CFR 455.434 (b) (2), 42 CFR 455.416 (e), 42 CFR 455.450 (d);
  - 17.5.1.7. Failed to permit DSHS or the SCRBHO access to one of the Contractors locations for site visits under 42 CFR 455.432, 42 CFR 455.416(f)
  - 17.5.1.8. The SCRBHO or DSHS determines that the Contractor has falsified any information provided to DSHS, 42 CFR 455.16 (g).
- 17.6. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- 17.6.1. The Contractor shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of individuals, distribution of property, and termination of services.
  - 17.6.2. The Contractor shall promptly deliver to the SCRBHO contact person (or to his or her successor) listed on the first page of this Agreement, all SCRBHO assets (property) in the Contractor's possession, including any material created under this Agreement. Upon failure to return SCRBHO property within ten (10) working days of this Agreement termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps to protect and preserve any property of the SCRBHO that is in the possession of the Contractor pending return to the SCRBHO.
  - 17.6.3. The SCRBHO shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. The SCRBHO may pay an amount mutually agreed upon by the parties for partially completed work and services, if work products are useful to or usable by the SCRBHO.
  - 17.6.4. If the SCRBHO terminates this Agreement for default, the SCRBHO may withhold a sum from the final payment to the Contractor that the SCRBHO determines is necessary to protect the SCRBHO against loss or additional liability. The SCRBHO shall be entitled to all remedies available at law, in equity, or under this Agreement due to the Contractor's default. If it is later determined that the Contractor was not in default, or if the Contractor terminated this Agreement for default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement except as to the limitations set forth in Section 37.10. entitled "Lawsuits".
  - 17.6.5. Upon termination of this Agreement, the SCRBHO will conduct financial monitoring as necessary to determine if any monies are due to the Contractor or refunds due back to the SCRBHO under this Agreement.



17.6.5.1. If the Agreement is terminated, as soon as practicable and reasonable but not less than fifteen (15) days prior to termination, the Contractor shall inform all recipients of the Contractor's services, individuals of the Contractor, Subcontractors of the Contractor, or other who may act in reliance on the Agreement, or who may be affected by such termination. The Contractor must use best efforts to provide written or oral notification no later than fifteen (15) days after termination of a CDP/CDPT to individuals currently open for services who had received a service from the affected CDP/CDPT in the previous sixty (60) days. Notification must be verifiable in the individual medical records at the BHA. The SCRBHO has no legal obligation or duty to notify or inform anyone, other than the Contractor, of such termination.

17.6.5.2. Provided that thirty (30) days or more notice is given to the Contractor of termination of the Agreement, prior to the effective date of termination of the Agreement, the Contractor shall ensure the transfer and/or appropriate discharge of any individuals who are receiving services from the Contractor or the Contractor's Subcontractor at the time notice of termination is given. The Contractor shall provide services as necessary until such transfer is completed. This section shall survive expiration or earlier termination of the Agreement.

17.7. The SCRBHO shall pay the Contractor only for services rendered up to and including the effective date of termination.

17.8. The SCRBHO may terminate the Agreement immediately upon the occurrence of any of the following events:

17.8.1. The Contractor's license(s) to provide services under this Agreement is suspended, revoked or voluntarily relinquished; and

17.8.2. The Contractor has failed to timely resolve any situation identified by the SCRBHO pursuant to the Corrective Action section of this Agreement.

## **18. ADJUSTMENTS TO PAYMENTS UPON TERMINATION**

18.1. Upon termination of this Agreement, the SCRBHO will conduct financial monitoring as necessary to determine if any monies are due to the Contractor or refunds due back to the SCRBHO under this Agreement.

## **19. INFORMING SERVICE RECIPIENTS OF TERMINATION**

19.1. If the Agreement is terminated, as soon as practicable and reasonable but not less than fifteen (15) days prior to termination, the Contractor shall inform all recipients of the Contractor's services, Service Recipients of the Contractor, subcontractors of the Contractor, or others who may act in reliance on the Agreement, or who may be affected by such termination. The SCRBHO has no legal obligation or duty to notify or inform anyone, other than the Contractor, of such termination.

**20. TRANSFER OF SERVICE RECIPIENTS**

- 20.1. Provided that thirty (30) days or more notice is given to the Contractor of termination of the Agreement, prior to the effective date of termination of the Agreement, the Contractor shall ensure the transfer and/or appropriate discharge of any Service Recipients who are receiving services from the Contractor or the Contractor's subcontractor at the time notice of termination is given. The Contractor shall provide services as necessary until such transfer is completed. This section shall survive expiration or earlier termination of the Agreement.

**21. DISPUTE RESOLUTION**

- 21.1. The Contractor and SCRBHO will work together in good faith to resolve any disputes arising from or related to this Agreement. If the Parties are unable to resolve a dispute arising from the performance of or otherwise related to this Agreement, the dispute shall be submitted to mediation. Upon a request from either party to the other for mediation, the Parties shall agree upon a mediator. If a mediator cannot be agreed upon within thirty (30) days of the date of the request for mediation, each party shall name an independent representative and the two named representatives shall choose a mediator. Once a mediator is chosen, he/she shall have authority to conduct the mediation within his/her discretion using as a guide the *Model Standards of Conduct for Mediators* of the American Arbitration Association. The Parties to this Agreement shall share the cost of mediation equally.
- 21.2. Mediation shall be a condition precedent to other formal dispute resolution processes and/or litigation. If a good faith attempt at resolving the dispute through mediation is unsuccessful, either Party may request that the dispute be submitted to arbitration or otherwise pursue relief in a court of competent jurisdiction, subject to subsection 21.4. below.
- 21.3. In any dispute that is not resolved by mediation as described above herein, each Party shall be required to pay its own costs and expenses, including attorney's fees incurred in connection therewith in preparation therefore, and on appeal therefrom, and in any bankruptcy proceeding related thereto.
- 21.4. Any action at law, suit in equity or other proceeding for the enforcement of the Agreement, or any portion hereof, shall be instituted and maintained only in Spokane County, Washington.

**22. CONTRACT AMENDMENTS**

- 22.1. Except as provided otherwise herein, this Agreement may be amended only in writing by agreement of all parties hereto.
- 22.2. The Contractor hereby acknowledges that it will comply with the provisions of the Contract DSHS/DBHR Contract No. 1669-72700 Exhibit J.
- 22.3. Any provision of this Agreement which conflicts with federal and/or state statutes, or regulations, or is amended to conform to the provisions of said federal and/or state law, regulations and/or policy guidance. Such amendment of this Agreement will be effective on the effective date of the statutes or regulations necessitating it.

**23. INSURANCE AND INDEMNITY**

## 23.1. Indemnification

- 23.1.1. The Contractor is an independent contractor and not the agent or employee of Spokane County. No liability shall attach to Spokane County for entering into this contract or because of any act or omission of the Contractor except as expressly provided.
- 23.1.2. The Contractor agrees to defend, indemnify and hold Spokane County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Spokane County, their agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) Spokane County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold Spokane County harmless shall include, as to all claims, demands, losses and liability to which it applies, Spokane County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.
- 23.1.3. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.
- 23.1.4. The Contractor further agrees that this duty to indemnify Spokane County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of the Contractor for liability for injuries to the Contractor's workers and employees, and the Contractor hereby waives any such immunity for the purpose of this duty to indemnify Spokane County.
- 23.1.5. THE SCRBHO AND CONTRACTOR ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND MUTUALLY AGREED UPON BY THEM. The Contractor's duties under this section shall survive expiration or earlier termination of the Agreement.

## 23.2. Insurance

- 23.2.1. The Contractor shall furnish and maintain all insurances as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this Agreement shall not commence until evidence of all required insurance, policy endorsement, and bonding is provided to Spokane County. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. 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 the Spokane County Department with whom the Agreement is executed. The insurance policy or policies will not be cancelled, materially changed or altered without forty-five (45) days' prior notice submitted to the department with whom the Agreement is executed. The policy shall be endorsed and the certificate shall reflect that Spokane County is an additional named insured on the Contractor's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 23.2.1.1. Evidence of Self-insurance by a governmental entity is sufficient to meet the insurance requirements in this Section.
- 23.2.2. 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 Spokane County shall be excess and not contributory insurance to that provided by the Contractor.
- 23.2.3. The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with additional insured endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the Agreement is executed. Upon request, the Contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.
- 23.2.4. Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at Spokane County's discretion. Alternatively Spokane County may procure and maintain, at the Contractor's sole expense, insurance to the extent deemed proper up to the amount of the required coverage(s). The County may offset the cost of such insurance against payment due to the Contractor under the Agreement.
- 23.2.5. Providing coverage in the amounts listed shall not be construed to relieve the Contractor from liability in excess of such amounts.

- 23.2.6. REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:
- 23.2.6.1. General Liability Insurance: The Contractor shall carry Commercial General Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence with no deductible; General Aggregate Two Million Dollars (\$2,000,000.00). The policy shall include general liability arising out of promises, operations, independent contractors, products, completed operation, personal injury, fire damage, advertising injury, medical expense, and liability assumed under and insured contract.
  - 23.2.6.2. Additional Insured Endorsement: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, its Officers, Agents and Employees are Named Additional Insured."
  - 23.2.6.3. Proof of Automobile Insurance: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of One Million Dollars (\$1,000,000.00), for any vehicle used in conjunction with the provision of services under the terms of this Agreement. Said policy shall provide that it shall not be cancelled, materially changed, or renewed without forty-five (45) days written notice thereto to Spokane County.
  - 23.2.6.4. Workers Compensation: When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing its Contractor's State Industrial Account Identification number.
  - 23.2.6.5. Professional Liability Insurance: The Contractor shall carry Professional Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) Per Occurrence; Three Million Dollars (\$3,000,000.00) aggregate covering Spokane County.
- 23.3. Waiver of Subrogation. The SCRBHO shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure or tangible personal property of the other occurring as a result of activity under the Agreement, even though such loss or damage might have been occasioned by the negligence of the SCRBHO, its agents or employees, if such loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by insurance under terms of the Agreement. The Contractor shall cause each insurance policy obtained by it to contain this waiver of subrogation clause.

**24. DEPARTMENT/SCRBHO ASSETS**

- 24.1. Title to all property, whether real or personal, furnished to the Contractor by DSHS or the SCRBHO shall remain in DSHS or the SCRBHO respectively, as further described in the Contract. The Contractor shall protect, maintain and insure all said Department and/or SCRBHO furnished property against loss or damage subject to normal wear and tear. The Contractor agrees to hold the SCRBHO harmless, pursuant to the Insurance and Indemnity Section of this Agreement, for all liabilities, claims or suits associated with said property.
- 24.2. The Contractor shall notify the SCRBHO within ten (10) days if any SCRBHO property is lost or damaged and take reasonable steps to protect such property from further damage.
- 24.3. The Contractor shall be liable for any loss or damage to SCRBHO property resulting from the Contractor's intentional acts or omissions, and/or negligent or willful misconduct.
- 24.4. Prior written approval of SCRBHO Leadership shall be obtained for purchase of non-expendable property, where the sale price exceeds Five Thousand Dollars (\$5,000.00), if that property would be reimbursed as a direct item of cost.
- 24.5. The Contractor shall surrender all SCRBHO furnished property within thirty (30) days after termination of this Agreement, unless otherwise mutually agreed.

**25. TREATMENT OF SERVICE RECIPIENT ASSETS**

- 25.1. Except as otherwise provided by court order, the Contractor shall ensure that any Service Recipient for whom the Contractor is providing services under this Agreement shall have unrestricted access to the Service Recipient's personal property. The Contractor shall not interfere with the Service Recipient's ownership, possession, or use of such property so long as clinically indicated.

**26. PROPRIETARY RIGHTS**

- 26.1. If any patentable or copyrightable materials or articles result from the work described herein, all rights accruing from such material or articles shall be the sole property of the SCRBHO. The SCRBHO, in its absolute and sole discretion, may grant to the Contractor, an irrevocable, non-exclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement. This section shall not apply to existing training materials, consulting aids, checklists and other materials and documents of the Contractor developed or modified for use prior to the full execution of this Agreement, and unrelated to prior contracts with the SCRBHO.

**27. ASSIGNMENT OF CONTRACT**

- 27.1. The Contractor shall not assign this Agreement without prior written consent of the SCRBHO, nor delegate any of its duties hereunder except as otherwise provided in this Agreement. This Agreement may be freely assigned by the SCRBHO to any successor or affiliate of the SCRBHO.

**28. SUBCONTRACTING**

- 28.1. The Contractor shall not enter into any subcontract for services provided pursuant to this Agreement without the express written permission of the SCRBHO, which may be withheld in the sole and absolute discretion of the SCRBHO. Subcontractors shall fulfill the requirements that are appropriate to the service or activity delegated under the subcontract, and the subcontract shall contain provisions that impose on the subcontractor all of the obligations and responsibilities of the Contractor under this Agreement. Subcontracts shall specify all duties and responsibilities under this Agreement that are delegated. No subcontract shall terminate the legal responsibility of the Contractor to the SCRBHO to assure all activities under this Agreement are accomplished.
- 28.2. The Contractor shall not subcontract with an individual provider, or an entity with an individual who is an officer, director, agent, or manager or who owns or has a controlling interest in the entity, and who has been convicted of crimes as specified in 42 USC 1320(a).
- 28.3. The Contractor shall maintain a copy of any subcontractor's insurance and any changes thereto and shall provide access and/or copies to SCRBHO along with the subcontract upon request.
- 28.4. The Contractor shall oversee, be accountable for, and monitor all functions and responsibilities delegated to a subcontractor on an ongoing basis, including formal reviews. The Contractor shall evaluate the prospective subcontractor's ability to perform the delegated activities prior to any delegation of responsibility or authority to the subcontractor. If the Contractor identifies any deficiencies or areas in need of improvement, the Contractor and subcontractor shall take and document corrective action.
- 28.5. The Contractor shall ensure the subcontractor neither employs any person or contracts with any person or provider excluded, debarred or suspended from participation in federal health care programs under either Section 1128 or Section 1128A of the SSA.
- 28.6. All subcontracts shall be in writing and shall contain the following requirements at a minimum:
- 28.6.1. Subcontractor shall maintain their own professional liability and other comprehensive liability insurance. Subcontractor shall maintain insurance consistent with the scope of services rendered in the subcontract.
  - 28.6.2. Subcontractor shall comply with all applicable local, state and federal statutes, rules and regulations, or any successors.
  - 28.6.3. Subcontractor must abide by the requirements of the SSA that prohibits service providers from making payments directly or indirectly to physicians or other providers as inducements to reduce or limit services provided to recipients.
  - 28.6.4. Ensure that subcontractor does not: a) operate any physician incentive plan as described in 42 CFR 422.208; and b) does not contract with any subcontractor operating such a plan. If the Contractor desires to implement any form of physician incentive plan, the Contractor shall provide sixty (60) days written notice to the DSHS/DBHR and shall comply with all requirements of 42 CFR 438.6(h).

- 28.6.5. Posting or distribution of Service Recipient notification of applicable changes in state law (e.g.) advance directives for psychiatric care) upon receipt of notice from the DSHS/DBHR or the SCRBHO.
- 28.6.6. Timely and accurate information is to be provided as required by the SCRBHO and/or DSHS/DBHR for program oversight and monitoring.
- 28.6.7. Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the subcontract.
- 28.6.8. Provide certification to the Contractor that the subcontractor is able to perform their duties under contract.
- 28.6.9. Require that the subcontractor correct any areas of deficiencies in subcontractor's performance identified by the Contractor.
- 28.6.10. All subcontractors shall, no later than the time of execution of the subcontract, sign the Assurances and Representations are attached hereto as Exhibit C. A copy of all Assurances and Representations signed by subcontractors shall be provided to the SCRBHO by the Contractor upon request of the SCRBHO.
- 28.6.11. Subcontracts must require compliance with State and federal non-discrimination policies, HIPAA, the American Recovery and Reinvestment Act of 2009 (ARRA), 45 CFR, Parts 160, 162, 164, 42 CFR Part 431, the Washington Uniform Health Care Information Act, RCW 70.02, 70.24, 71.05, and 71.34, to the extent applicable, DSHS/DBHR Service Encounter Reporting Instructions, and the SCRBHO Data Dictionary.
- 28.6.12. Subcontracts must require Subcontractor comply with utilization control requirements consistent with CFR's, including 42 CFR 456 and general contract requirements consistent with 42 CFR 434.6, and 42 CFR 456.21.
- 28.7. During the performance of this Agreement, the Contractor shall give the SCRBHO thirty (30) days written notice prior to termination of any sub-contract(s) entered into pursuant to this section where practicable.

## **29. ORDER OF PRECEDENCE**

- 29.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal law. The provisions of the Agreement shall be construed to conform to those laws.
- 29.2. In the event of any conflict in the terms of this Agreement or between its terms and any applicable statute or rule, the conflict shall be resolved by giving precedence in the following order:
  - 29.2.1. Applicable Federal Statutes and Regulations;
  - 29.5.2. Applicable State Statutes and Regulations;
  - 29.5.3. Express terms of this Agreement and any amendments;
  - 29.5.4. DSHS/DBHR General Terms and Conditions Contract No. 1684-56856; and
  - 29.5.5. DSHS/DBHR Agreement No. 1669-72700.



### 30. WARRANTIES AND ASSURANCES

- 30.1. Each Party warrants that it has the necessary power and authority to enter into this Agreement. The Contractor further certifies that the Contractor and its subcontractors if any are able to perform their duties under the Agreement.
- 30.2. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by a Federal department or agency. If requested by the SCRBHO, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Any Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion pertaining to this Agreement shall be incorporated into this Agreement by reference.
- 30.3. The Contractor certifies that it has not entered into any contracts that do or would cause a violation of Chapter 42.23 RCW and the Contractor will not enter into such contracts.
- 30.4. No later than the execution of the Agreement, the Contractor shall sign and return to the SCRBHO the following Assurances and Representations, which Assurances and Representations are attached hereto as Exhibit C and are incorporated herein as though fully set forth:
- 30.4.1. Certification of Compliance with the Americans with Disabilities Act of 1990;
  - 30.4.2. Certification of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended;
  - 30.4.3. Certification of Compliance with the Civil Rights Act of 1964, as Amended;
  - 30.4.4. Certification of Compliance with the Drug Free Workplace Act of 1988;
  - 30.4.5. Certification Regarding Debarment, Suspension and Other Responsibility Matters; and
  - 30.4.6. Certification Regarding Lobbying.

### 31. DELIVERABLES

- 31.1. The Contractor shall be responsible for meeting the following deliverables, as well as others identified in this Agreement, unless otherwise exempted in this Agreement or by written notification of exemption by the SCRBHO:

<b>Document</b>	<b>Due Date</b>
Monthly Invoice, and required backup documentation	Pursuant to Section 7.
Annual independent audit/2 CFR Part 200 Audit and any Management Letter, etc.	No later than six (6) months after the end of the Contractor's fiscal year
Certificates of Insurance	Upon execution of this agreement and within five (5) days of renewal of coverage

Subcontracts and/or termination of subcontracts	Within thirty (30) days of execution and within thirty (30) days of termination
All applicable Contractor licenses	Upon execution of Agreement and within five (5) days of renewal of licenses
Background checks	Upon request, within thirty (30) days of receipt of completed background check
Title to property furnished by SCRBHO	Upon delivery to the Contractor
Record storage location	Upon execution of this Agreement and within ten (10) days of relocation
Critical incidents	Per this Agreement
Mandatory compliance plan for fraud and abuse prevention	Upon execution of this Agreement
Assurances and Representations	Upon execution of Agreement.
Written financial policies and procedures per Section 7.13.1.	Available upon request
Maintenance of Records and Records Retention Policy and Procedure	Upon execution of Agreement
Audits by other entities	Notification of audit within thirty (30) days of receipts of notification and copies of any review or audit upon request

- 31.2. If the Contractor fails to provide any of the above deliverables as indicated above, the SCRBHO may withhold up to five percent (5%) of the next monthly payment and up to five percent (5%) of each monthly payment thereafter until the delinquent deliverable is produced at the SCRBHO. The SCRBHO, at its sole discretion, may return a portion or all of any payment withheld, once the delinquent deliverable is provided to the SCRBHO.

## **32. INCIDENT REPORTING**

- 32.1. The Contractor must maintain policies and procedures regarding mandatory incident reporting and referrals consistent with all applicable state and federal laws. The policies must address the Contractor's oversight and review of the requirements in this section. The SCRBHO may require the Contractor to provide additional information regarding efforts to prevent or lessen the possibility of future similar incidents.
- 32.1.1. The Contractor must have a designated incident manager responsible for meeting the requirements under this section.
- 32.1.2. The Contractor must report and follow-up on all incidents, involving individuals, listed below.
- 32.1.3. The Contractor must report incidents to the SCRBHO. The report must contain:
- 32.1.3.1. A description of the incident;
  - 32.1.3.2. The date and time of the incident;
  - 32.1.3.3. Incident location;

- 32.1.3.4. Incident type;
  - 32.1.3.5. Names and ages, if known, of all individuals involved in the incident;
  - 32.1.3.6. The nature of each individual's involvement in the incident;
  - 32.1.3.7. The service history with the Contractor, if any, of individuals involved;
  - 32.1.3.8. Steps taken by the Contractor to minimize harm; and
  - 32.1.3.9. Any legally required notifications made by the Contractor.
- 32.1.4. The Contractor must report and follow-up on the following incidents. In addition, the Contractor shall use professional judgment in reporting incidents not listed herein.
- 32.1.4.1. **Category One Incidents:** The Contractor must report and also notify the SCRBHO Incident Manager by telephone or email immediately upon becoming aware of the occurrence of any of the following Category One incidents involving any individual that was served within **three hundred sixty-five (365)** days of the incident.
    - 32.1.4.1.1. Death or serious injury of individuals, staff, or public citizens at a DSHS facility or a facility that DSHS licenses, contracts with, or certifies.
    - 32.1.4.1.2. Unauthorized leave of a mentally ill offender or a sexual violent offender from a behavioral health facility or a Secure Community Transition Facility. This includes Evaluation and Treatment centers (E&T), Crisis Stabilization Units (CSU), and Triage Facilities that accept involuntary individuals.
    - 32.1.4.1.3. Any violent act to include rape or sexual assault, as defined in [RCW 71.05.020](#) and [RCW 9.94A.030](#), or any homicide or attempted homicide committed by an individual who is the alleged perpetrator that results in charges or pending charges.
    - 32.1.4.1.4. Any event involving an individual or staff that has attracted media attention.
  - 32.1.4.2. **Category Two Incidents:** The Contractor must report within one (1) working day of becoming aware that any of the following Category Two Incidents has occurred, involving an individual:
    - 32.1.4.2.1. Alleged individual abuse or individual neglect of a serious or emergent nature by an employee, volunteer, licensee, Contractor, or another individual;
    - 32.1.4.2.2. An assault by a Contractor staff member involving an enrolled individual;
    - 32.1.4.2.3. A substantial threat to facility operation or individual safety resulting from a natural disaster (to include earthquake, volcanic eruption, tsunami, fire, flood, an outbreak of communicable disease, etc.);

- 32.1.4.2.4. Any breach or loss of individual data in any form that is considered as reportable in accordance with the HIPAA must be reported as directed in the DSHS General Terms and Conditions Contract, HIPAA Compliance Section, Breach Notification subsection;
  - 32.1.4.2.5. Any allegation of financial exploitation as defined in RCW 74.34.020;
  - 32.1.4.2.6. Any attempted suicide that requires medical care that occurs at a facility that DSHS licenses, contracts with, and/or certifies;
  - 32.1.4.2.7. Any serious suicide attempt that results in hospitalization;
  - 32.1.4.2.8. Any event involving an individual or staff, likely to attract media attention in the professional judgment of the Incident Manager;
  - 32.1.4.2.9. Any event involving a credible threat towards a staff member that occurs at a DSHS facility, a facility that DSHS licenses, contracts with, or certifies; or a similar event that occurs within the community. A credible threat towards staff is defined as "A communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member's family, which resulted in a report to Law Enforcement, a Restraining/Protection order, or a workplace safety/personal protection plan;
  - 32.1.4.2.10. Any incident that was referred to the Medicaid Fraud Control Unit by the Contractor or its Subcontractor;
  - 32.1.4.2.11. A life safety event that requires an evacuation or that is a substantial disruption to the facility;
  - 32.1.4.2.12. Any suicide or death under unusual circumstances; or
  - 32.1.4.2.13. Any incident occurring in a building or facility that the SCRBHO or Contractor owns.
- 32.1.5. **Comprehensive Review:** The SCRBHO may initiate a comprehensive review of an incident.
- 32.1.5.1. The Contractor must fully cooperate with any investigation initiated by the SCRBHO or DSHS and provide any information requested by the SCRBHO within the timeframes specified within the request.
  - 32.1.5.2. If the Contractor does not respond according to the timeframe in its request, the SCRBHO may obtain information directly from any involved party and request their assistance in the investigation.
  - 32.1.5.3. The SCRBHO may request medication management information.

- 32.1.5.4. The SCRBHO may also investigate or may require the Contractor to review incidents that involve individuals who have received services from the Contractor more than **three hundred sixty-five (365)** days prior to the incident.
- 32.1.6. **Incident Review and Follow-up:** The Contractor will review and follow-up on all incidents reported. The Contractor will provide sufficient information, review, and follow-up to take the process and report to its completion. An incident will not be categorized as complete until the following information is provided:
  - 32.1.6.1. A summary of any incident debriefings or review process dispositions;
  - 32.1.6.2. Whether the person is in custody (jail), in the hospital, or in the community, and if in the community whether the person is receiving services. If the individual cannot be located, the Contractor will document the steps taken to attempt to locate the individual by using available local resources;
  - 32.1.6.3. Documentation of whether the individual is receiving or not receiving services from the Contractor at the time the incident is being closed;
  - 32.1.6.4. In the case of a death of the individual, the Contractor must provide either a telephonic verification from an official source or via a death certificate;
  - 32.1.6.5. In the case of a telephonic verification, the Contractor must document the date of the contact and both the name and official duty title of the person verifying the information; and
  - 32.1.6.6. If this information is unavailable, the attempt to retrieve it will be documented.
- 32.2. The Contractor shall notify the following agencies or any others when required by law:
  - 32.2.1. Adult Protective Services;
  - 32.2.2. Child Protective Services;
  - 32.2.3. Department of Health;
  - 32.2.4. Local Law Enforcement;
  - 32.2.5. Medicaid Fraud Control Unit; and/or
  - 32.2.6. Washington State Patrol.

### **33. MEDIA CONTACT**

- 33.1. Media Contact is interaction with a media representative, including face to face conversations, telephone calls, emails, faxes or letters that is likely to result in media coverage of any nature relating to the provision of behavioral health services.
- 33.2. Reporting Requirements:

- 33.2.1. All media contacts, whether the result of a critical incident or simply an inquiry for information shall be reported via telephone within one (1) working day of the contact, to the CSHCD Director, Assistant Director, or designee.
- 33.2.2. The information reported will include the following:
  - 33.2.2.1. Name of the reporter and media agency;
  - 33.2.2.2. A brief summary of the topic discussed.

#### **34. INTERPRETERS**

- 34.1. For Service Recipients to whom the Contractor is providing services pursuant to the Agreement, the Contractor shall provide certified interpreter services in accordance with Departmental Memorandum 7.20 Administrative Access to Persons who are Deaf, as further described in the Contract, including bilingual staff assigned interpreter responsibilities by job description, for the Contractor's Service Recipients/Patients, Exhibit J attached hereto and incorporated herein by reference.

#### **35. NOTICE**

- 35.1. Any notices required in accordance with any of the provisions herein shall be delivered personally, or sent by registered or certified mail to:

SCRBHO to: **Assistant Director**  
 Spokane County Regional Support Network  
 312 West 8<sup>th</sup> Avenue, Fourth Floor  
 Spokane, WA 99204

With a copy to: **Director**  
 Spokane County Community Services,  
 Housing, and Community Development Department  
 312 W. 8<sup>th</sup> Avenue, Fourth Floor  
 Spokane, WA 99204

Contractor to: **Jeff Thomas**  
 Chief Executive Officer  
 Frontier Behavioral Health  
 107 S. Division Street  
 Spokane, WA 99202

- 35.2. The Contractor shall maintain Internet and electronic mail access, including the capability to submit data, by electronic means, and contact during regular business hours of management staff associated with the performance of contractual obligations under the Agreement.

**36. SCRBHO IDENTIFICATION**

- 36.1. The Contractor shall include identification of the SCRBHO funding on all printed materials, such as books, reports, pamphlets, brochures, posters and articles, and/or electronic media including but not limited to computer disks, CDs, DVDs, web pages, etc, published and circulated for the purpose of describing, evaluating, or publicizing services or activities funded under the Agreement.

**37. MISCELLANEOUS**

- 37.1. No Waiver of Rights
- 37.1.1. No employee of the SCRBHO or the Contractor has the power, right or authority to waive any of the terms, conditions and/or covenants of the Agreement.
- 37.1.2. The waiver of any breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Agreement.
- 37.1.3. The failure of the SCRBHO or the Contractor to enforce any of the terms or covenants of the Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of the SCRBHO or the Contractor to enforce each and every term of the Agreement.
- 37.2. Any exhibits, attachments or addenda referred to herein and/or attached to this Agreement and any Amendments hereto, are incorporated herein as if set forth in full.
- 37.3. The Contractor agrees to execute, acknowledge, and deliver upon reasonable request by the SCRBHO any document, which the SCRBHO reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 37.4. The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 37.5. Unless otherwise specified, in calculating any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or an SCRBHO holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- 37.6. Time is of the essence of this Agreement.
- 37.7. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- 37.8. If any part, term or provision of the Agreement is held by a court to be illegal or invalid, the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid portion.

- 37.9. There shall be no Agreement between the Parties until a fully executed document is signed by the authorized representative(s) of the SCRBHO and the Contractor and is delivered to the Contractor, pursuant to the Notice section of this Agreement.
- 37.10. Lawsuits. Nothing in this Agreement shall be construed to mean that the SCRBHO, Spokane County, Contractor or their Subcontractors, agents or employees, can bring a legal claim for declaratory relief, injunctive relief, judicial review under RCW 34.05, or civil liability against the state or state agencies for actions or inactions performed pursuant to the administration of RCW 71.05 or RCW 71.24 with regard to the following: (a) allocation or payment of federal or state funds; (b) the use or allocation of state hospital beds; or (c) financial responsibility for the provision of long term or short term inpatient behavioral health care.
- 37.11. Third Party Beneficiaries. Individual covered and served by Medicaid and/or other behavioral health programs are not third-party beneficiaries under this Agreement. Although DSHS and the SCRBHO mutually recognize that services under this Agreement may be provided by the SCRBHO to individuals receiving services under the Medicaid program, and RCW 71.05, 71.24, and 71.34, it is not the intention of either DSHS or the SCRBHO that such individuals, or other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement



## PEER BRIDGER SERVICES AGREEMENT

### EXHIBIT A

### DEFINITIONS

The words and terms used in this Agreement are intended to have their usual meanings unless specifically defined in this Section or otherwise in this Agreement. Any term defined by the Revised Code of Washington (RCW), Washington Administrative Code (WAC), Code of Federal Regulations (CFR) or any successors will have the definition as defined therein for purposes of this Agreement. The definitions included in this exhibit are for the purpose of this Agreement.

The following terms shall have the meanings set forth below:

1. **Act** means the Social Security Act.
2. **Agreement** means the Mental Health Services Agreement General Terms and Conditions, Scope(s) of Work, its attachments, addenda and exhibits, if any, and any amendments thereto.
3. **ASO** means the Spokane County Regional Support Network (SCRSN) contractor performing utilization and other resource management services during the Agreement period.
4. **Behavioral Health Advisory Council (BHAC)** (also referred to as “the Council”) includes individuals, providers, advocates, government representatives, and other public and private entities. The membership represents the State’s population with respect to race, ethnicity, disability, and age, urban and rural.
5. **Behavioral Health Agency (BHA)** means an agency that is licensed by the State of Washington to provide mental health and/or Substance Use Disorder (SUD) treatment and is subcontracted under this Agreement to provide services.
6. **Behavioral Health Administration** means the Department of Social and Health Services (DSHS) Administration governing mental health care and SUD services, and its employees and authorized agents.
7. **Behavioral Health Data Store** means the management information system maintained by DSHS that retains demographic, treatment, assessment and ancillary service data on each individual receiving publicly-funded outpatient and residential substance use disorder treatment services in Washington State, as well as data on other general services provided.
8. **BHO Advisory Board** according to RCW 71.24.300, Section (4), means the behavioral health advisory board appointed by each Behavioral Health Organization (BHO), which reviews and provides comments on plans and policies related to service delivery and outcomes. As per WAC 388-865-0222, the BHO must promote active engagement with persons with behavioral disorders, their families, and service providers by soliciting and using their input to improve its services, and appoints a BHO Advisory Board to fulfill this purpose
9. **CFR** means the Code of Federal Regulations. All references in the Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
10. **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 laws. Confidential Information includes, but is not limited to, Personal Information

11. **Contract** means the DSHS/Division of Behavioral Health and Recovery (DBHR) Contract No. 1669-72700, Exhibit J, and any exhibits, attachments, amendments, or addenda thereto.
12. **Contractor** means the person or entity entering into the Agreement.
13. **Corrective Action Plan** means a written plan specifying what Contractor is required to do to be in compliance with the Contract. This includes required improvements and a time line for such action(s) to be accomplished.
14. **Cost Reimbursement** means the Contractor is reimbursed for actual costs up to the maximum consideration allowed in the Agreement.
15. **Cost Sharing Assistance** means paying for behavioral health insurance deductibles, co-insurance, and co-payments to assist eligible MHBG individuals in meeting their cost-sharing responsibilities.
16. **Cultural Competence** means the ability to recognize and respond to health-related beliefs and cultural values, disease incidence and prevalence, and treatment efficacy. Examples of cultural competent care include striving to overcome cultural, language, and communications barriers, providing an environment in which individuals from diverse cultural backgrounds feel comfortable discussing their cultural health beliefs and practices in the context of negotiating treatment options, encouraging individuals to express their spiritual beliefs and cultural practices, and being familiar with and respectful of various traditional healing systems and beliefs and, where appropriate, integrating these approaches into treatment plans.
17. **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
18. **Deliverable** means items that are required for submission to the Spokane County Regional Behavioral Health Organization (SCRBO) to satisfy the work requirements of this Agreement and that are due by a particular date or on a regularly occurring schedule.
19. **Department of Social and Health Services (DSHS or the Department)** means the State of Washington Department of Social and Health Services and its employees and authorized agents
20. **Division of Behavioral Health and Recovery (DBHR)** means the DSHS division and its employees and authorized agents.
21. **DSHS Contact** means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.
22. **Eastern State Hospital (ESH)** means a psychiatric hospital owned and operated by the State of Washington, DSHS, situated at 850 Maple & 1451 West Maple Street, Medical Lake, Washington 99022.
23. **Emergent Care** means services provided for a person, that, if not provided, would likely result in the need for emergency crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.
24. **Employment Services** means the services or activities provided to assist individuals in securing employment or acquiring or learning skills that promote opportunities for employment. Component services or activities may include employment screening, assessment, or testing; structured job skills and job seeking skills; specialized therapy

- (occupational, speech, physical); special training and tutoring, including literacy training and pre-vocational training; provision of books, supplies and instructional material; counseling, transportation; and referral to community resources.
25. **Family** means those the person enrolled in services defines as family or those appointed/assigned (e.g. parents, foster parents, guardians, siblings, caregivers, and significant others).
  26. **Federally Recognized Tribes (Tribes)** means an Indian Tribe that is a self-governing American Indian and Alaska Native government recognized under applicable federal and common law. Because of their unique sovereign status, Federally Recognized Tribes have the inherent power to make and enforce laws on their lands, and to create governmental entities
  27. **Fee for Services or Set Rate** means the Contractor receives a negotiated fixed rate of pay based on performance of a defined unit of service such as per treatment, per hour or per session.
  28. **For Profit** means a business or institution initiated or operated for the purpose of making a profit.
  29. **Grievance** means a written request by a person or enrollee that a complaint be heard and adjudicated at the lowest possible level by Contractor, usually undertaken after attempted resolution of a complaint fails.
  30. **Homeless** means those persons of all ages who lack a fixed, regular and adequate nighttime residence, including persons whose primary nighttime residence is:
    - A supervised public or private shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for mentally ill),
    - An institution that provides a temporary residence for individuals intended to be institutionalized; or
    - A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. (Stewart B. McKinney Homeless Assistance Act (Public Law 100-77): and/or is at imminent risk of being homeless such as, individuals or families who have a recent history of homelessness, currently are living “doubled up”, or who are otherwise temporally and inadequately housed in a residence which is (1) not their own and (2) who may be high risk of becoming homeless in the future (The Governor’s Task Force on Homelessness).
  31. **Housing Services** means the services or activities designed to assist individuals or families in locating, obtaining, or retaining suitable housing. Component services or activities may include tenant counseling; helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests; and assisting individuals and families to understand leases, secure utilities, and make moving arrangements.
  32. **Independent Peer Review** means to access the quality, appropriateness, and efficiency of treatment services provided in the State to individuals under the program involved.
  33. **Individual** means a person who applies for, is eligible for, or receives BHO- authorized behavioral health services from an agency licensed by the Department as a Behavioral Health Agency. In the case of a minor, the individual's parent or, if applicable, the

individual's custodial parent; For the purposes of accessing the Grievance System, the definition of Individual also includes the following if another person is acting on the individual's behalf:

- 33.1. The individual's legal guardian; or
- 33.2. The individual's representative if the individual gives written permission.
- 33.3. For purposes of the Behavioral Health Advisory Board, Individual means a person or parent/legal guardian of a person with lived experience and/or self identifies as a person in recovery.
34. **International Statistical Classification of Diseases and Related Health Problems 10<sup>th</sup> Edition (ICD-10)** means the standard diagnostic tool for epidemiology, health management and clinical purposes and contains codes for diseases, signs and symptoms and other causes of injury or diseases
35. **Lump Sum** means the Contractor is reimbursed a negotiated amount for completion of the Scope of Work.
36. **MHCP** means the Mental Health Care Provider.
37. **Medicaid** means the Centers for Medicare and Medicaid Services (CMS) Federal Department of Health and Human Services (DHHS) program, which is state operated and provides medical benefits for certain indigent or low-income individuals in need of health and medical care. The program is authorized by Title XIX of the Social Security Act and may only be used to cover costs for specified services for people who meet specific eligibility criteria, and program eligibility requirements. Additionally, these funds are only paid out for these services utilizing specified rates of payment for providers following a specified administration methodology
38. **Medically Necessary/Medical Necessity** means a term for describing a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions in the individual that endanger life, or cause suffering or pain, or result in illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the individual requesting service. For the purpose of this section, "course of treatment" may include mere observation or, where appropriate, no treatment at all, Mead vs. Burdman (3/20/1978).
39. **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 with Seriously Emotionally Disturbed (SED). States must submit an application in accordance with the law for applicable fiscal years for which they seek MHBG funds. Awarded MHBG funds must be used to carry out the State plan contained within the application, to evaluate programs and services set in place under the plan, and to conduct planning, administration, and educational activities related to the provision of services under the plan
40. **Ombuds** means the SCRSN designee Contractor contracted to assist individuals and others seeking mental health services with complaints and grievances regarding the services associated with this Agreement.

41. **Peer Bridger** means a trained Peer Support Specialist who has personally dealt with a major mental health condition and is successfully managing his or her Recovery. He or she has overcome many of the challenges facing people with mental illnesses discharged from a state Hospital, making him or her uniquely qualified to support Consumers on their Recovery journey.
42. **Peer Counselor** means a person recognized by DBHR as a person who:
- 42.1. Is a self-identified consumer of mental health services;
  - 42.2. Is a counselor registered under RCW 18.19;
  - 42.3. Has completed specialized training provided by or contracted through DBHR. If the person was trained by trainers approved by the mental health division (now DBHR) before October 1, 2004, and has met the requirements in subsection (1), (2) and (4) of this section by January 31, 2005, the person is exempt from completing this specialized training;
  - 42.4. Has successfully passed an examination administered by DBHR or an authorized contractor; and
  - 42.5. Has received a written notification letter from DBHR stating that DBHR recognizes the person as a "peer counselor."
43. **Peer Support** means services provided by certified Peer Counselors under the consultation, facilitation or supervision of a MHP who understands rehabilitation and recovery. Services include scheduled activities that promote socialization, recovery, self-advocacy, development of natural supports, and maintenance of community living skills. Program participants are actively involved in decision-making and the operation of the programmatic supports. Other activities may include self-help support groups, telephone support lines, drop-in centers, and sharing the Peer Counselor's lived experiences related to mental illness.
44. **Performance-based** means the Contractor is compensated on attainment of specific outcomes (for example, placement of an individual with SMI into employment).
45. **Person** means a living human being.
46. **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 number, other identifying numbers, or any financial identifiers.
47. **Provider** means individual or entity providing services under the Agreement, shall include agency, facility, or individual.
48. **Public Funds** means State, Federal, or local government funds gained by a taxing authority.
49. **Quality Assurance** means a focus on compliance to minimum requirements (e.g. rules, regulations, contract terms) as well as reasonably expected levels of performance, quality, and practice.
50. **Quality Improvement** means a focus on compliance to minimum requirements (e.g. rules, regulations, contract terms) as well as reasonably expected levels of performance, quality, and practice.

51. **Quality Management** means an overarching system and/or process whereby quality assurance and quality improvement activities are incorporated and infused into all aspects of an organization's or system's operations.
52. **Reasonable Costs** means amounts that do not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. A prudent person normally considers the following:
- 52.1. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the performance of the Agreement.
  - 52.2. The restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.
  - 52.3. Market prices for comparable goods or services.
  - 52.4. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the entity, the public at large, and the provider of the funds.
53. **Ready for Discharge** means a psychiatrist has determined the individual is clinically ready for discharge from the state hospital, that necessary assessments have been completed (e.g. RSN level of care, comprehensive Home and Community Services (HCS) assessment), and the required financial application for placement has been completed and approved.
54. **Recognized American Indian Organizations (RAIO)** means organizations, as recognized in accordance to Indian Policy Advisory Committee (IPAC) by-laws, including the American Indian Community Center (AICC), N.A.T.I.V.E. Project, Seattle Indian Health Board (SIHB), Small Tribes of Western Washington (STOWW), United Indians of All Tribes Foundation (UIATF), Chief Seattle Club, and South Puget Intertribal Planning Agency (SPIPA), a tribal consortium. These organizations exercise their rights as American Indians, citizens of the United States and residents of the State of Washington.
55. **Recovery** means the processes through which people are able to live, work, learn, and participate fully in their communities.
56. **Residential services** means a complete range of residences and supports authorized by resource management services and which may involve a facility, a distinct part thereof, or services which support community living, for persons who are acutely mentally ill, adults who are chronically mentally ill, children who are severely emotionally disturbed, or adults who are seriously disturbed and determined by the behavioral health organization to be at risk of becoming acutely or chronically mentally ill.
57. **Resiliency** means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses; and, to live productive lives
58. **RCW** means the Revised Code of Washington. All references in the Agreement to RCW chapters or sections shall include any successor, amendment, or replacement statute. The RCW may be accessed at <http://apps.leg.wa.gov/rcw/>.
59. **Routine Care** means a setting where evaluation from service delivery services is provided to individuals on a regular basis. These services are intended to stabilize, sustain and facilitate individual recovery within his or her living situation.

60. **Serious Mentally Illness (SMI)** means persons age eighteen (18) and over who currently meet, or at any time during the past year has met, criteria for a mental disorder – including within developmental and cultural contexts – as specified within a recognized diagnostic classification system (e.g., most recent editions of DSM, ICD, etc.); and, who displays functional impairment as determined by a standardized measure, which impedes progress towards recovery and substantially interferes with or limits the person’s role or functioning in family, school, employment, relationships, or community activities.
61. **Subcontract** means any written agreement between Contractor and a subcontractor, or between a subcontractor and another subcontractor to provide services or activities otherwise performed under the Agreement.
62. **Subcontractor** means the individual or entity not in the employment of Contractor, who is performing all or part of the obligations of Contractor under the Agreement. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.
63. **Urgent Care** means services to be provided to person approaching a mental health crisis. If services are not received within twenty-four (24) hours of the request, the person’s situation is likely to deteriorate to the point that emergent care is necessary.
64. **USC** means the United States Code. All references in the Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://www.gpoaccess.gov/uscode/>.
65. **WAC** means the Washington Administrative Code. All references in the Agreement to WAC chapters or sections shall include any successor, amendment, or replacement regulation. The WAC may be accessed at <http://apps.leg.wa.gov/wac/>.
66. **Western State Hospital (WSH)** means a psychiatric hospital owned and operated by the State of Washington, DSHS, and is situated at 9601 Steilacoom Blvd. SW, Lakewood, Washington 98498
67. **Youth** means anyone age thirteen (13) to seventeen (17).

## PEER BRIDGER SERVICES AGREEMENT

### EXHIBIT B

#### SCOPE OF WORK – FRONTIER BEHAVIORAL HEALTH (FBH) PEER BRIDGER

#### 1. PURPOSE

- 1.1. The Contractor shall implement a Peer Bridger program to facilitate and increase the number of state psychiatric hospital discharges for adults who are diagnosed with Serious Mental Illness (SMI) and promote the continuity of services when participants return to their communities.

#### 2. GENERAL DESCRIPTION

- 2.1. Contractor shall provide mental health services as described in this Scope of Work, the Spokane County Regional Behavioral Health Organization (SCRBHO) policy and best practice, in conformance with applicable law and as mandated by the Department of Social and Health Services (DSHS), Aging and Disability Services Administration (ADSA), Division of Behavioral Health and Recovery (DBHR) Agreement No. 1669-72700 and all amendments.

#### 3. CONTRACTOR REQUIREMENTS

- 3.1. **State Licensure.** The Contractor shall be licensed in good standing by the State of Washington, DSHS as a behavioral health services provider as defined in Washington Administrative Code (WAC) 388-877, 388-877A or any successors. Contractor shall maintain other certifications, licenses and accreditations as necessary to perform the contractual terms of this Agreement
- 3.2. **Staff Qualifications.** The Contractor shall retain necessary personnel, materials, and/or mental health services and otherwise do all things necessary for, or incidental to, the performance of the work set forth here and as attached. Unless otherwise specified, the Contractor shall be responsible for performing or ensuring all fiscal and program responsibilities.
- 3.3. **Sliding Fee Schedule.** The Contractor shall establish and use a sliding fee schedule, per WAC 388-865-0242 and the Revised Code of Washington (RCW) 71.24.215, which shall be posted and accessible to Contractor staff and individuals.
- 3.4. **Quality Improvement.** The Contractor shall maintain an internal process to improve the quality of behavioral health services including ensuring its grievance process complies with WAC 388-877-0654 through WAC 388-877-0675 or any successors.
- 3.5. **Individual Rights.** The Contractor shall ensure the individual's right to be free to exercise his or her rights and in accordance with WAC 388-877-0600 or any successors. The Contractor shall ensure that to do so does not adversely affect the way the Contractor or the Peer Bridger treats the participant.



- 3.6. **Consent to Treatment.** The Contractor shall assure that individuals served by the Contractor consent to their treatment in accordance with RCW 7.70.065 or any successors.
- 3.7. **Access to Records.** The Contractor shall ensure the individual's right to request and receive a copy of his or her medical records and to request that they be amended or corrected in accordance with WAC 388-877-0650.
- 3.8. **Confidentiality.** The Contractor shall assure the confidentiality of individual information, in accordance with Health Insurance Portability and Accountability Act (HIPAA) and WAC 388-877-0100 or any successors, and all other applicable confidentiality statutes and regulations.
- 3.9. **Protection of Human Research Subjects.** The Contractor shall assure that individuals included in any research project are protected by the requirements of WAC 388-877-0600 and WAC 388-04 or any successors.
- 3.10. **Cultural Competence.** The Contractor shall ensure services are provided in a culturally competent manner in accordance with WAC 388-877 or any successors.
- 3.11. **Advanced Directives.** The Contractor shall maintain and comply with an Advance Directive policy that respects the individual's advance directive for psychiatric care so long as the directive is clinically appropriate. If state law changes, the SCRBHO will send notice to the Contractor who shall then ensure that adult individuals are notified within ninety (90) days of the change.
- 3.12. The Contractor shall ensure Non-Title XIX individual information complies with Code of Federal Regulations (CFR) 42 CFR 438.100(a) 2, 42 CFR 438.6(l)(3) or any successors. In addition, the Contractor shall:
  - 3.12.1. Have mechanisms in place to notify Non-Title XIX individuals: a) that oral interpretation in any language and written interpretation in prevalent languages as called out by DSHS (i.e. Cambodian, Cantonese, Mandarin, Korean, Laotian, Russian, Spanish, Vietnamese, Arabic, Amharic, Punjabi, and Ukrainian) is available; and b) how to access these services. The Contractor shall be able to demonstrate that its notification mechanisms are effective;
  - 3.12.2. Make available and provide:
    - 3.12.2.1. Individual general rights;
    - 3.12.2.2. Oral interpretation services free of charge to the Non-Title XIX individual;
    - 3.12.2.3. Information about benefits and authorization requirements;
    - 3.12.2.4. Written materials that are available in alternate formats and easily understood by Non-Title XIX individuals;
    - 3.12.2.5. Additional annual information upon request from Non-Title XIX individuals, including:
      - 3.12.2.5.1. Behavioral Health Agency (BHA) licensure, certification and accreditation status; and

- 3.11.2.5.2. Information that includes but is not limited to, education, licensure, and certification/re-certification of the Certified Peer Counselor (CPC).

#### 4. PEER BRIDGER PROGRAM OVERVIEW

- 4.1. The Peer Bridger Program is intended to serve those program participants who are currently at Eastern State Hospital (ESH) and have had a lengthy hospitalization or a history of frequent, multiple hospitalizations. Program participants will be voluntary. The Peer Bridger's will attempt to engage individuals who may in the past, have not wanted to engage with hospital staff in planning their discharge. Other program participants may be individuals whose symptoms or medical condition or other issues have posed significant barriers to leaving the hospital.
- 4.2. Hospital staff and the SSCRBHO Hospital Liaisons will help the Peer Bridger's identify potential participants for engagement and discharge planning activities.
- 4.3. The role of the Peer Bridger is to offer peer support services to participants in state hospitals prior to discharge and after their return to their communities. The Peer Bridger develops a relationship of trust with the participant. In developing this trust the Peer Bridger may function as a role model, peer support, a mentor, a teacher, an advocate, and an ally as he or she communicates hope and encouragement. Nationally, the time-frame for developing a peer relationship with the potential program participant and the Peer Bridger is two (2) to three (3) months prior to the actual hospital discharge.
- 4.4. The in-community post-discharge transition period is the most intensive and critical stage of the program so the participant is not re-hospitalized and experiences being back in the community as a positive change. The Peer Bridger will transition from spending significant amounts of time on social support and begin teaching independent living skills, coping skills and community adjustment skills. During this time it is critical the Peer Bridger maintain the relationship with the participant, even though the participant will be enrolled in outpatient services. The hand-off between the Peer Bridger and the community behavioral health provider will be gradual. The anticipated duration of in-community Peer Bridger services is one hundred twenty (120) days, with extensions granted by the SCRBHO on a case-by-case basis.
- 4.5. The Peer Bridger is not a case manager. The Peer Bridger is not a crisis worker. However, the Peer Bridger can bring the participant's perspective into all of those services, adding the value of recovery to all related activities. The participant can receive crisis services and individual clinical support services through the SCRBHO's provider network.
- 4.6. At any given time, the individual Peer Bridger will be working with six (6) to twelve (12) program participants. Prior to hospital discharge, the majority of the work will be inside the state hospitals; post-discharge the work activities for discharged participants will be in the community. Initially, the bridging work will be in the state hospitals, but after the first participant discharge, work will be split between the hospital and the community. At all times the Peer Bridger should keep the "pipeline open," i.e., engaging and interacting with new potential program participants at the state hospital.

- 4.7. If demand for Peer Bridger services is so great that the Contractors Peer Bridger program develops a waiting list, the SCRBHO should be consulted to identify strategies for either program growth, or alleviating the waitlist.
- 4.8. The Peer Bridger must be provided a smart phone for conducting Peer Bridger Program activities.

## 5. PEER BRIDGER PROGRAM SERVICES AND ACTIVITIES

### 5.1. Program Start-Up Activities

- 5.1.1. The Contractor will recruit to hire the Peer Bridger who should be on the job by October 15, 2016.

#### 5.1.1.1. The Peer Bridger must have:

- 5.1.1.1.1. Lived experience of mental health recovery and the willingness to share his/her own experiences as appropriate;
- 5.1.1.1.2. Confidence in his or her own wellness;
- 5.1.1.1.3. Passion and enthusiasm for peer support and the possibility of recovery for everybody;
- 5.1.1.1.4. Ability to work flexible hours;
- 5.1.1.1.5. Valid Washington State Driver's license;
- 5.1.1.1.6. Ability to meet timely documentation requirements;
- 5.1.1.1.7. Ability to work in a cooperative and collaborative manner as a team member with program participants;
- 5.1.1.1.8. Strong written and verbal communication skills;
- 5.1.1.1.9. General office and computer experience; and
- 5.1.1.1.10. Washington Certified Peer Specialist with at least two (2) years' experience working as a peer.

#### 5.1.1.2. It is preferred for the Peer Bridger to have:

- 5.1.1.2.1. At least two (2) years' experience working as a peer specialist;
- 5.1.1.2.2. Ability and experience working with people from diverse cultures;
- 5.1.1.2.3. Experience with state Hospital system; and
- 5.1.1.2.4. Ability to form trusting and reciprocal relationships.

#### 5.1.1.3. The Peer Bridger must:

- 5.1.1.3.1. Be mindful of the ethics, boundary, power, and control issues unique to Peer Specialists;
- 5.1.1.3.2. Intentionally share their Recovery Story as appropriate to assist program participants, providing hope and help in changing patterns and behaviors;

- 5.1.1.3.3. Set mutually acceptable boundaries with program participants;
  - 5.1.1.3.4. Be able to assist participants with constructing their own wellness or recovery plan; and
  - 5.1.1.3.5. Working with participants from a strength-based perspective and communicating that strength-based perspective to others.
- 5.1.2. The Peer Bridger will participate in statewide DBHR Peer Bridger Orientation training.
  - 5.1.3. The Peer Bridger will participate in Peer Bridger training provided by DBHR.
  - 5.1.4. The Peer Bridger will participate in any required SCRBHO training, including orientation to community resources with the SCRBHO's Hospital Liaisons and other staff. The Peer Bridger will identify recovery resources for the SCRBHO region of care.
  - 5.1.5. The Peer Bridger may coordinate resource inventory with the Spokane County Supportive Living Program (SLP) Housing and Recovery through Peer Services (HARPS) team.
  - 5.1.6. The Peer Bridger will participate in ESH or Western State Hospital (WSH) thirty-two (32) hour orientation.
- 5.2. Hospital Based Activities
- 5.2.1. After the initial period of employee orientation and DBHR's introductory training, the Peer Bridger will work directly with participants and potential participants at least three (3) days per week at ESH.
  - 5.2.2. After participants are discharged back into the community the balance of time spent between the community and the state hospital will be adjusted to be responsive to both participants in the hospital and participants in the community.
  - 5.2.3. In conjunction with the SCRBHO Integrated Care Coordinator(s), Administrative Service Organization (ASO), and designated ESH Peer Bridger Liaison, the Peer Bridger will work to engage identified potential participants who have been unable to be discharged. These individuals may:
    - 5.2.3.1. Have been on the ESH "ready to discharge list" for more than one (1) year; and/or
    - 5.2.3.2. Are individuals with multiple state hospitalizations or involuntary hospitalizations; and/or
    - 5.2.3.3. Are individuals with state hospital stays of over one (1) year; and/or
    - 5.2.3.4. Are individuals whom ESH staff, the SCRBHO Integrated Care Coordinator(s) (ICC), and/or ASO have not been able to engage into their own discharge planning.

- 5.2.4. The Peer Bridger will facilitate engagement activities with participants. Examples of the Peer Bridger engagement activities may include:
  - 5.2.4.1. Spending time on the ward interacting with potential participants;
  - 5.2.4.2. Developing a trusting peer relationship with participants through:
    - 5.2.4.2.1. Promoting a sense of self-direction and self-advocacy when working with participants;
    - 5.2.4.2.2. Sharing their experiences in recovery with participants;
    - 5.2.4.2.3. Helping build motivation through sharing the strengths and challenges of their own illness;
    - 5.2.4.2.4. Considering the participants' medical issues and helping plan wellness habits they can pursue; and
    - 5.2.4.2.5. Helping the participant plan how they will do the things the hospital and its staff currently do for the participant.
  - 5.2.4.3. Educating participants about resources in their home community;
  - 5.2.4.4. Provide education to ESH staff on recovery, peer support, and recovery supports;
  - 5.2.4.5. Carry the participant and recovery perspective to team meetings and hospital staff and help the participant process and understand team thinking and team decisions;
  - 5.2.4.6. The Peer Bridger will assist the participant in finding housing in the community as part of the discharge plan;
    - 5.2.4.6.1. This assistance will include coordinating with the participant and ESH social work staff, Home and Community Services (HCS) workers, the SCRBHO's ICC(s) and ASO, the Spokane County Supportive Living Program and SCRBHO behavioral health providers.
    - 5.2.4.6.2. The Peer Bridger will coordinate activities with the HARPS Peer Counselors' and leverage off of the HARPs project in finding post-discharge housing options.
  - 5.2.4.7. If the participant requires Adult Family Home level of care or some other type of structured setting, the Peer Bridger will coordinate efforts with the HCS worker assigned to the hospital, the discharge team and the SCRBHO's ICC(s) and ASO; and
  - 5.2.4.8. Assessing the living situation for the participant should be strengths-based and respect the participant's choice. In instances where the ESH discharge team's perception of the need for structured living differs from that of the participant, the Peer Bridger should advocate on the behalf of the participant.
- 5.2.5. The Peer Bridger will assist with the participant in developing a discharge plan. The Peer Bridger will:

- 5.2.5.1. Upon request of the participant, function as a member of the participant's hospital discharge team;
  - 5.2.5.2. Frame the discharge as a positive outcome to the participant and focus on long-term placement issues;
  - 5.2.5.3. Identify participant-perceived barriers to discharge, such as fear of change, and work with the participant to work through those barriers and assure the participant that they will be supported throughout the process;
  - 5.2.5.4. Coordinate with the SCRBHO ICC(s), the ASO, and the ESH discharge worker in identifying recovery based housing resources;
  - 5.2.5.5. In coordination with the liaison and the hospital team, facilitate transportation for the participant to travel back to his or her community; and
  - 5.2.5.6. Alone or in conjunction with other Peer Bridger's, conduct weekly hospital-based engagement groups for any individual willing to participate in the groups. The groups will:
    - 5.2.5.6.1. Provide a safe forum for participants and potential participants to talk about recovery, receive support and encouragement, and share their feelings about leaving the hospital; and
    - 5.2.5.6.2. The Peer Bridger will use these weekly groups to model recovery skills and take the opportunity as a way to share the vision of the Peer Bridger program, with the promise of peer support after returning to the community.
- 5.3. Community-Based Post-Discharge Activities. Community-based post discharge activities will include:
- 5.3.1. The Peer Bridger will work with the participant in the community for an average of one hundred twenty (120) days after the participant leaves the hospital. The frequency and duration of services will be determined by the participant's needs, what service level is required to help the participant stay safely in the community and the caseload prioritization of the Peer Bridger.
  - 5.3.2. Peer Bridger services should only be decreased when the participant is actively engaged in receiving behavioral health treatment and peer services from a BHA.
  - 5.3.3. Peer Bridger services greater than one hundred twenty (120) days post-discharge should be approved by the SCRBHO on a case-by-case basis.
  - 5.3.4. If the participant is on a Less Restrictive Alternative (LRA) Order or a Conditional Release (CR), the Peer Bridger will explain to the participant what it means to be on a LRA or CR.

- 5.3.5. The Peer Bridger will facilitate a “warm hand-off” to the community BHA chosen by the participant. [Note: If the mental health agency uses peers, and the participant is willing, a peer should be part of the participant’s treatment team at the behavioral health agency.] Examples of activities the warm hand-off could include are:
  - 5.3.5.1. Being present with the participant and offering support during the participant’s first appointment and at intake evaluation at the BHA;
  - 5.3.5.2. Helping the participant complete the necessary paperwork for enrolling in behavioral health services;
  - 5.3.5.3. Participating in treatment activities at the BHA with the participant, if requested by the participant;
  - 5.3.5.4. The Peer Bridger can offer to sit in and function as an advocate during appointments with the primary clinician, prescriber, etc;
  - 5.3.5.5. The Peer Bridger can serve as a strengths-based advocate and resource in developing the treatment plan with the participant and BHA; and
  - 5.3.5.6. The Peer Bridger can assist the participant in scheduling and attending appointments with allied care providers, such as primary care clinics.
- 5.3.6. The Peer Bridger should assist the participant in developing a practical crisis plan with the participant’s BHA service provider. The plan should assist the participant with identifying strengths and assuring that the elements of the plan are meaningful to the participant. During the first one hundred twenty (120) day post-discharge, the Peer Bridger should be one (1) of the resources on the crisis plan.
- 5.3.7. The Peer Bridger should connect the participant with natural support resources and the local recovery community.
  - 5.3.7.1. Through modeling, the Peer Bridger should help the participant develop the skills to facilitate trust-based relationships that foster hope for positive change and empowerment.
  - 5.3.7.2. The Peer Bridger should help the participant identify and engage with a range of community-based supports.
  - 5.3.7.3. The Peer Bridger should help the participant develop strategies for maintaining wellness and support.
  - 5.3.7.4. The Peer Bridger should help the participant develop skills to support meaningful relationships and friendships.
- 5.3.8. The Peer Bridger should assist the participant in developing a new life structure, including developing and refining skills for daily living. Examples would include:
  - 5.3.8.1. The Peer Bridger should offer a structure or schedule for Peer Bridger activities based on the participant’s recovery goals. Activities could include:

- 5.3.8.1.1 Scheduling regular activities with the participant. Activities could include regular visits going to coffee shops, etc;
- 5.3.8.1.2. A method for the participant to contact the Peer Bridger when the participant feels the need for added support; and
- 5.3.8.1.3. How to contact the Peer Bridger or other team members if there is a crisis.
- 5.3.8.2. The Peer Bridger should help the participant develop the skills to schedule, track and attend appointments with the BHA provider, primary care doctors, etc.
- 5.3.8.3. The Peer Bridger should connect the participant to support groups and initially attend meetings, as allowed, with the participant at the participant's request during the one hundred twenty (120) days of in-community support.
- 5.3.8.4. The Peer Bridger should assist the participant in identifying areas of community living skills in which the participant may have a need. Examples could include:
  - 5.3.8.4.1. How to use local transit;
  - 5.3.8.4.2. How to open a checking account and if participant has a payee, how to work effectively with the payee service;
  - 5.3.8.4.3. How to understand any benefits or entitlements the participant may receive, including the reporting requirements for keeping those benefits;
  - 5.3.8.4.4. How to budget and live within the budget;
  - 5.3.8.4.5. Help with menu planning, meal preparation and shopping, and utilizing food banks;
  - 5.3.8.4.6. Getting comfortable with leisure activities such as going to movies, visiting museums, visiting art galleries, libraries, and malls;
  - 5.3.8.4.7. Finding a church or faith home if the participant wishes;
  - 5.3.8.4.8. Connecting with self-help or twelve (12) step groups, if the participant wishes; and
  - 5.3.8.4.9. Learning to maintain housing standards.
- 5.3.9. The Peer Bridger should help the participant develop skills for self-advocacy so that the participant can play an active role in defining his or her treatment plan and communicating clearly with professionals such as psychiatric prescribers, primary care doctors, etc. Help participants prepare for appointment and identify questions he or she may want to ask, or items he or she would like to communicate to the care provider.



- 5.3.10. The Peer Bridger should explore supported employment with the participant. The Peer Bridger should address:
  - 5.3.10.1. Employment goals and how they relate to recovery;
  - 5.3.10.2. The availability of additional training and education to help the participant become employable; and
  - 5.3.10.3. The array of employment programs and supported employment opportunities available within the SCRBHO.

## **6. PRINCIPLES AND CORE OUTCOMES OF THE PEER BRIDGER PROGRAM**

- 6.1. The Peer Bridger will:
  - 6.1.1. Facilitate linkage to a broad range of community-based services and natural supports;
  - 6.1.2. Promote choice of treatment provider, when more than one (1) BHA is available;
  - 6.1.3. Demonstrate and teach effective goal setting and communication skills with treatment providers and the members of the community;
  - 6.1.4. Assist the participant in finding access to housing and privacy;
  - 6.1.5. Provide peer services in a manner that is flexible and recovery-focused;
  - 6.1.6. Assist in formulating recovery goals based on the participant's strengths and interests as well as action steps to achieve those goals; and
  - 6.1.7. Demonstrate the core values of providing peer support:
    - 6.1.7.1. Building empowering relationships;
    - 6.1.7.2. Promoting personal responsibility;
    - 6.1.7.3. Building individual resilience;
    - 6.1.7.4. Establishing meaningful social roles;
    - 6.1.7.5. Developing natural supports;
    - 6.1.7.6. Supporting freedom of choice; and
    - 6.1.7.7. Redefining crises as learning opportunities.

## **7. ALLOWABLE SERVICE MODALITIES**

- 7.1. Rehabilitation Case Management (RCM) – H0023.

**PEER BRIDGER SERVICES AGREEMENT**

**EXHIBIT C**

**ASSURANCES AND REPRESENTATIONS**

**Certification of Compliance with the American with Disabilities Act of 1990**

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of the Americans with Disabilities Act of 1990. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**Certification of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended.**

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of Section 504 of the Rehabilitation Act of 1973, as amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**Certification of Compliance with the Civil Rights Act of 1964, As Amended**

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of The Civil Rights Act of 1964, As Amended. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**Certification of Compliance with the Drug Free Workplace Act of 1988**

I, the undersigned representative for the agency, affirm that I have read and fully understand the applicable portions of The Drug Free Workplace Act of 1988. I furthermore affirm that neither the agencies response, the services provided by the agency, the physical plant in/on, which any of these services are rendered, nor any other aspect of the agency's operations, violates the relevant provisions or explicit intent of the Act.

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**Certification of Third Party Collections**

The agency certifies that third party fees were pursued to reimburse the cost of care for mental health services for RSN clients including revenue received from Medicare, insurance companies, and directly from clients for services rendered.

The agency certifies that it maintains records in such a manner as to reasonably ensure that all third party resources available to consumers are identified and pursued in accordance with reasonable collection practices which apply to all other payors for services.

The agency certifies that Medicaid enrollees are not charged for any services covered by terms of this Agreement.

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**Certification regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief 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 any agency, a Member of Congress, and 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 Federally 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 agrees to complete and submit Standard Form=LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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, US 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.

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**

The agency certifies to the best of its knowledge and belief that it, its employee's and individuals or entities with an ownership or control interest:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this contract agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection 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 statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b, of this certification.
- (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.

By signing below, the agency certifies that debarment status for each employee, all new employees and all individuals or entities with an ownership or control interest has been verified at <http://exclusions.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/>? and that each employee, any new employees and all individuals or entities with ownership or control interest have been checked monthly against the monthly supplement available at [http://oig.hhs.gov/fraud/exclusions/exclusions\\_list.asp](http://oig.hhs.gov/fraud/exclusions/exclusions_list.asp).

I understand that a false statement of this certification may be ground for termination of the contract agreement.

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**PEER BRIDGER SERVICES AGREEMENT  
EXHIBIT D**

**VERIFICATION OF REQUIREMENT OR NON REQUIREMENT FOR 2 CFR PART 200  
AUDIT**

The undersigned certifies, to the best of his or her knowledge and belief that the Contractor is either required or not required to procure the below mentioned audit, per the contract section 7.16. which reads:

If the Contractor is a sub recipient and expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

**REQUIRED TO PROCURE AUDIT**

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

Fiscal Year Begins \_\_\_\_/\_\_\_\_/\_\_\_\_ Fiscal Year Ends \_\_\_\_/\_\_\_\_/\_\_\_\_

**OR**

**NOT REQUIRED TO PROCURE AUDIT**

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

Fiscal Year Begins \_\_\_\_/\_\_\_\_/\_\_\_\_ Fiscal Year Ends \_\_\_\_/\_\_\_\_/\_\_\_\_

**PEER BRIDGER SERVICES AGREEMENT  
EXHIBIT E**

**VERIFICATION OF WORKMAN'S COMPENSATION COVERAGE**

The undersigned certifies, to the best of his or her knowledge and belief that the State Industrial Account Identification Number listed below is assigned to the Contractor and that the coverage is in effect, per the contract section 23.2.6.4. which reads:

When the Contractor has employees of the company, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing its State Industrial Account Identification number.

**REQUIRED INFORMATION**

Agency Name \_\_\_\_\_

State Industrial Account Identification Number \_\_\_\_\_

Signature of Representative \_\_\_\_\_

Printed Name of Representative \_\_\_\_\_

Date \_\_\_\_\_

**PEER BRIDGER SERVICES AGREEMENT**  
**EXHIBIT F**  
**FEDERALLY QUALIFIED HEALTH CARE CENTER**

Not applicable to this Agreement



## **PEER BRIDGER SERVICES AGREEMENT**

### **EXHIBIT G**

#### **PERFORMANCE EXPECTATIONS – FRONTIER BEHAVIORAL HEALTH (PEER BRIDGER)**

##### **1. PERFORMANCE GOALS**

- 1.1 The Contractor shall meet the following Peer Bridgers' performance goals:
  - 1.1.1. Each Peer Bridger shall work with six to twelve (6-12) program participants at any given time providing services described throughout this Scope of Work.
    - 1.1.1.1. As a baseline, the SCRBHO will monitor the number of individuals served, the number of service provided and the number of service hours provided from October 15, 2016 to June 30, 2017 to establish future performance expectations for the next contract period.
  - 1.1.2. Submit a monthly report to the SCRBHO no later than the 10<sup>th</sup> day of the month for the preceding month on the Peer Bridger Tracking Logs.

**PEER BRIDGER SERVICES AGREEMENT**  
**EXHIBIT H**  
**FUNDING SCHEDULE**

Not applicable to this Agreement



COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT

CHRISTINE BARADA, DIRECTOR

EXHIBIT I

QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)  
FOR HEALTH INFORMATION EXCHANGE

The Spokane County Regional Behavioral Health Organization (“SCRBHO”), a division of Spokane County Community Services, Housing, and Community Development Department (CSHCD), Health Information Organization (“HIO”) and the *Frontier Behavioral Health* (“Organization”) hereby enter into an Agreement whereby Organization agrees to provide and receive client demographic and service encounter data as a contracted service provider of the SCRBHO system of care for the following types of services:

- Substance use disorder (“SUD”) outpatient, substance use disorder inpatient/residential, mental health (“MH”) outpatient, mental health inpatient, and/or co-occurring disorder (SUD and MH) outpatient services.

Furthermore, the Organization:

1. Acknowledges that in receiving, transmitting, transporting, storing, processing, disclosing, or otherwise dealing with any information or data received from the SCRBHO HIO, identifying or otherwise, relating to SUD or Co-Occurring Disorder (COD) individuals within the SCRBHO HIO system (“protected information”), it is fully bound by the provisions of this Agreement, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Code of Federal Regulations (CFR) 42 CFR Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 142, 160, 162, and 164, and Chapter 70.02 of the Revised Code of Washington (RCW) and may not use, disclose, or re-disclose the protected information provided except as permitted by this Agreement or by law;
2. Agrees that it will not use, disclose, or re-disclose the protected information except as permitted or required by this Agreement, the required SCRBHO HIO’s *Consent for the Release of Confidential Information About Alcohol or Drug Treatment and Other Protected Health Information Through Health Information Exchange* form (“consent for release of confidential information form”), or by law with respect to such information;<sup>1</sup>
3. Agrees to report to the HIO any data breach or any use or disclosure of the protected information not provided for by this Agreement or the HIO’s consent for release of confidential information form, of which it becomes aware, within five (5) business days, to the HIO’s designated privacy or security official via phone call and/or email, and if protected information is included, then via secure/encrypted email, secure fax, or other trusted and secure system;

<sup>1</sup> 42 C.F.R. 2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from disclosing or re-disclosing any patient identifying information even to an agent or subcontractor without written consent.



**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)  
FOR HEALTH INFORMATION EXCHANGE**

4. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
5. Agrees to comply with HIPAA's security provisions with regard to electronic protected health information in accessing or using the HIO system, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
6. Agrees that, when accessing and using the HIO system, the use will be limited to comply with 42 C.F.R. Part 2, the SCRBHO HIO Consent for Release of Confidential Information Form, this QSOA, and the HIPAA the minimum necessary;
7. Agrees that if or when the Organization enters into a contract with any agent, including a subcontractor, the agent will not be allowed to access or use the HIO's computer system on behalf of the Organization;
8. Agrees to ensure that the Organization will not provide or disclose any protected information received or accessed directly from the HIO system to any agent, including a subcontractor, to whom the Organization is contractually bound; and
9. Unless given specific SCRBHO approval and user specific access to do so from the HIO system, Organization expressly agrees not to use, disclose, re-disclose, or otherwise deal with any protected information received or accessed directly from the HIO system for the purpose of a Medical Emergency request as specified and defined in 42 C.F.R. Part 2.

The HIO agrees to provide the Organization with the following services:

- Infrastructure to exchange client electronic health records, serve as a data repository, provide access to the HIO's computer system and business application for disclosing, accessing, and receiving client electronic health records.

Furthermore, the HIO:

1. Acknowledges that in receiving, transmitting, transporting, storing, processing, disclosing, re-disclosing, or otherwise dealing with protected information received from the Organization, identifying or otherwise relating to the Organization's SUD or COD clients, it is fully bound by the provisions of this Agreement, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 142, 160, 162, and 164, and RCW Chapter 70.02 and may not use, disclose, or re-disclose the protected information provided except as permitted by this Agreement or by law;
2. Agrees that it will not use, disclose, or re-disclose the protected information except as permitted or required by this Agreement, the required SCRBHO HIO's consent for release of confidential information form, or by law with respect to such information;<sup>2</sup>

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<sup>2</sup> 42 C.F.R. 2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from re-disclosing any patient identifying information even to an agent or subcontractor without written consent. SCRBHO HIO's consent for release of confidential information form ("form") is required to be signed by all Organization's SUD clients in order to receive services funded by SCRBHO. The client's signature on the form, or the person signing the form on behalf of the client, authorizes the HIO to disclose and re-disclose protected information to a specified list of HIO affiliated recipients for the purpose and conditions as specified in the form.

**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)  
FOR HEALTH INFORMATION EXCHANGE**

3. Agrees to report to the Organization any breach of protected information, or any use or disclosure of the protected information not provided for by this Agreement or the HIO's consent for release of confidential information form, of which it becomes aware, within five (5) business days, to the Organization's designated privacy or security official via phone call and/or email, or if protected information is included, then via secure/encrypted email, secure fax, or other trusted and secure system;
4. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2;
5. Agrees to comply with HIPAA's security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
6. Agrees that, when the HIO uses, discloses, re-discloses, or requests protected health information, it will limit the use, disclosure, re-disclosure or request to comply with 42 CFR Part 2, the SCRBHO HIO Consent for Release of Confidential Information Form, this QSOA, and the HIPAA the minimum necessary;
7. Agrees that if the HIO enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 CFR Part 2 and HIPAA 45 CFR Parts 142, 160, 162, and 164; and, if the HIO learns of a pattern or practice by the agent that is a material breach of the contract with the HIO, to take reasonable steps to cure the breach or terminate the contract, if feasible;
8. Agrees to ensure that any agent, including a subcontractor, to whom the HIO provides the protected information received from the Organization, or created or received by the HIO on behalf of the Organization, is contractually bound to the same restrictions and conditions that apply through this Agreement, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 142, 160, 162, and 164;
9. Agrees to provide access to the protected information at the request of the Organization, or to an individual as directed by the Organization, in order to meet the requirements of 45 CFR 164.524 which provides clients with the right to access and copy their own protected information. The HIO will act on a request for access no later than sixty (60) calendar days after receipt of the request in accordance with 45 CFR 164.524;
10. Agrees to make, or allow the Organization to make, any amendments to the protected information provided by the Organization, as directed or agreed to by the Organization and HIO, pursuant to 45 CFR 164.526. The HIO will act on the individual's request for an amendment no later than sixty (60) calendar days after receipt of such a request in accordance with 45 CFR 164.526;
11. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the Organization, or created or received by the HIO on behalf of the Organization, to the Organization or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Organization's compliance with HIPAA. The HIO will act on this request no later than thirty (30) calendar days after receipt of such a request;
12. Agrees to document disclosures of protected information, and information related to such disclosures, as would be required for the Organization or the HIO to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR 164.528. The HIO will

**QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)  
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act on the individual's request for an accounting, no later than sixty (60) calendar days after receipt of such a request, in accordance with 45 CFR 164.528; and

13. Agrees to provide the Organization, or an individual with information in accordance with paragraph 9 of this Agreement, with the required documented disclosures to permit the Organization to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR 164.528. The HIO will act on the individual's request for an accounting, no later than sixty (60) calendar days after receipt of such a request, in accordance with 45 CFR 164.528.

**Termination:**

1. The Organization may terminate this Agreement if it determines that the HIO has violated any material term, or the Organization is no longer funded by SCRBHO;
2. The HIO may terminate this Agreement if it determines that the Organization has violated any material term, or the Organization is no longer funded by SCRBHO;
3. Upon termination of this Agreement for any reason, the HIO shall return or destroy all protected information received from the Organization, or created or received by the HIO on behalf of the Organization. This provision shall apply to protected information that is in the possession of subcontractors or agents of the HIO. The HIO shall retain no copies of the protected information;
4. In the event that the HIO determines that returning or destroying the protected information is infeasible, the HIO shall notify the Organization of the conditions that make return or destruction infeasible within thirty (30) calendar days of termination and through certified USPS mail and email; and
5. Upon notification that the return or destruction of the protected information is infeasible, the HIO shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the HIO maintains the information.

**Signatures begin on the next page**

QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT (QSO/BA AGREEMENT)  
FOR HEALTH INFORMATION EXCHANGE

IN WITNESS WHEREOF the Parties have signed this Agreement effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF COUNTY COMMISSIONERS  
FOR BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON**

\_\_\_\_\_  
**Christine Barada**, Director  
Community Services  
Housing and Community Development

**(Signing by Authority of Res. No. 2009-0290)**

DATE: \_\_\_\_\_

**CONTRACTOR:**  
Frontier Behavioral Health

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**PEER BRIDGER SERVICES AGREEMENT**

**EXHIBIT J**

**CD CONTENTS**

DSHS Peer Bridger Contract No. 1669-72700 and all amendments

DSHS General Terms and Conditions Contract No. 1684-56856

Fiscal/Program Requirements Supplementary Instructions

DSHS 7.20 Policy

DSHS 7.01 Policy

SCRBHO Data Dictionary

Service Encounter Reporting Instructions (SERI)

SERI Service Code Duration Matrix

Third Party Quarterly Report

Data Security Requirements

Access to Care Standards for BHO's

SCRBHO Consent Form for Disclosures

Provider Invoice