Greater Columbia Behavioral Health, LLC
ASO -Administrative Service Organization

CONTRACT AGREEMENT
Behavioral Health Services
Non-Medicaid:
24ASOBMC-03

This Agreement is made and entered into by, and between **GREATER COLUMBIA BEHAVIORAL HEALTH, LLC BH-ASO,** hereinafter referred to as "GCBH", the Network Provider identified below, hereinafter referred to as the "Contractor". Governed by chapter 41.05 RCW and Title 182 WAC.

CONTRACTOR INFORMATION:

Contractor Name: Blue Mountain Counseling

Contractor Address: 221 E. Washington Ave Dayton, WA 99328

CEO or Director Contact: Chrisann Christensen, Director
E-Mail: chrisann.christensen@bluemtncounseling.org
Phone: (509) 382 - 1164
Fax: (509) 382 – 1166

Alt. Contact: Racheal Fletcher, Business Manager
Alt. Contact: racheal.fletcher@bluemtncounseling.org
Phone: (509) 382 - 1164
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TAX ID #	UBI #	DUNS #
76-0766147	602 429 870	175824809

ASO (Administrative Service Organization):

Greater Columbia Behavioral Health, LLC BH-ASO
101 N. Edison St., Kennewick, WA 99336
Phone: (509) 737-2475 Fax: (509) 737-4165
Website: GCBHLLC.ORG

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AGREEMENT START DATE: 07/01/2023 AGREEMENT END DATE: 06/30/2025
AGREEMENT START DATE: 01/01/2024 AGREEMENT END DATE: 06/30/2025
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AMENDMENT START DATE: 01/01/2025 AMENDMENT END DATE: 06/30/2025

CONTRACTED SERVICES:

FUND SOURCE	CONTRACTED	ALN # (if applicable)
CJTA (Criminal Justice Treatment Account)	X	
Crisis Triage/Stabilization		
DCA (Dedicated Cannabis Account)	X	
E&T Discharge Planners		
Inpatient Hospital		
Jail Services		
MHBG (Mental Health Block Grant)		
MHBG-COVID (Mental Health Block Grant)		
Opioid		
Program for Assertive Community TX (PACT)		
Peer Bridger		
SABG (Substance Abuse Block Grant)	X	93.959
SABG-COVID (Substance Abuse Block Grant)	X	93.959
Secure Detox		
State Funding (non-Medicaid)		
Step-down Residential		
SUD Recovery Navigator Program		
SUD Residential		
Trueblood Misdemeanor Diversion Fund	X	
WM		

EXHIBITS	CONTRACTED	
When the box(s) are marked with an X, the following exhibits are attached to and incorporated into this Agreement by reference:		
Exhibit A – Alien Emergency Medical	X	
Exhibit B – Committees	X	REVISED 01/01/2025
Exhibit C - Contract Service Grid	X	
Exhibit D - Criminal Justice Treatment Account (CJTA)	X	
Exhibit D-1 - Criminal Justice Treatment Account (CJTA TEMPLATE)	X	
Exhibit E - Crisis System		
Exhibit F - Crisis Triage Stabilization Centers and MH Stepdown Beds-Comprehensive		
Exhibit G - Crisis Triage/Stabilization Facility – Lourdes		
Exhibit H - Data Use, Security, and Confidentiality	X	REVISED 01/01/2025
Exhibit I - Dedicated Cannabis Account (DCA)	X	
Exhibit J - Evaluation & Treatment Services (E&Ts)-Comprehensive Healthcare		
Exhibit K - Funding – GCBH	X	REVISED 01/01/2025
Exhibit L - Jail Proviso Services	X	REVISED 01/01/2025
Exhibit L-1 - Jail Proviso Services TEMPLATE	X	
Exhibit M - Medicare/Medicaid IAE SCHEDULE	X	
Exhibit M - Medicare/Medicaid IAE WA State Approval LTR an DUA 21628	X	
Exhibit M - Medicare/Medicaid IAE Medicare Attachment A	X	
Exhibit M - Medicare/Medicaid IAE Info Exchange Agreement for Disclosure of Medicare Part D Data	X	
Exhibit M - Medicare/Medicaid IAE Medicare Part D-Conflict of Interest Attestation	X	
Exhibit N - Mental Health Block Grants (MHBG)		
Exhibit N-1 - Mental Health Block Grants (MHBG-COVID)		

Exhibit N-1a - Mental Health Block Grants (MHBG-COVID) TEMPLATES (8)		
Exhibit N-1b - Mental Health Block Grants (MHBG-COVID) TEMPLATE Mobile Crisis BG Stimulus Report		
Exhibit O - Opioid Treatment Program (OTP) Substance Use Disorder (SUD)		
Exhibit P - PACT Program – Mental Health (Non-Medicaid)		
Exhibit Q - Peer Bridger Program		
Exhibit Q-1 - Peer Bridger TEMPLATE		
Exhibit R - Qualified Service Organization Business Associate Agreement	X	
Exhibit S - Service Area Matrix	X	
Exhibit T - Sliding Fee Schedule	X	
Exhibit U - Statement of Work	X	
Exhibit V - Substance Use Disorder Block Grant (SABG)	X	
Exhibit V-1 - Substance Use Disorder Block Grant (SABG-COVID)	X	
Exhibit V-1a - Substance Use Disorder Block Grant (SABG-COVID) TEMPLATE	X	
Exhibit W - SUD Co-Occurring Residential Treatment		
Exhibit X - Tribal Coordination for Crisis & Involuntary Commitment Evaluation Services		
Exhibit Y - Withdrawal Management Detoxification Services		
Exhibit Z - Deliverables	X	
Exhibit BB – Trueblood Misdemeanor Diversion Fund Report	X	
Exhibit CC – Inpatient Psychiatric Services		
Exhibit DD – Secure Detox Statement of Work		
Exhibit EE – SUD Residential Statement of Work		
Exhibit FF –SUD Recovery Navigator Program		
Exhibit GG – Recovery Community Services		

Exhibit HH – New Journeys Model FEP		
Exhibit II – Youth Mobile Crisis Team		
Exhibit JJ – Recovery Cafe		

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 GCBH only upon signature by GCBH.

IN WITNESS WHEREOF, the parties have signed this executed Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH, LLC

_____

GCBH Chairman, Executive Board **Date**

Approved as to Content:

_____

GCBH Co-Director/QM/CCO **Date**

Approved as to Form:

_____

GCBH Legal Counsel **Date**

Content/Form Prepared by:

_____

GCBH Accounting/Auditor/Contracts **Date**

Content/Form and Fiscal Review:

_____

GCBH Co-Director/ Finance Director **Date**

FOR CONTRACTOR:

_____

Signature Date

_____

Printed Name

_____

Title

_____

Network Provider Name

TABLE OF CONTENTS

Table of Contents

Exhibits

Exhibit A - Alien Emergency Medical

Exhibit B - Committees

Exhibit C - Contract Service Grid

Exhibit D - Criminal Justice Treatment Account (CJTA)

Exhibit D – TEMPLATE CJTA Quarterly Progress report

Exhibit E - Crisis System

Exhibit F - Crisis Triage Stabilization Centers and MH Stepdown Beds-Comprehensive

Exhibit G - Crisis Triage/Stabilization Facility - Lourdes

Exhibit H - Data Use, Security, and Confidentiality

Exhibit I - Dedicated Cannabis Account (DCA)

Exhibit J - Evaluation & Treatment Services (E&Ts)-Comprehensive Healthcare

Exhibit K - Funding – Greater Columbia Behavioral Health

Exhibit L - Jail Proviso Services

Exhibit L – TEMPLATE Jail Proviso Services Quarterly Report

Exhibit M - Medicare/Medicaid IAE SCHEDULE Coversheet

Exhibit M - Medicare/Medicaid IAE SCHEDULE 1: WA State Approval LTR and DUA 21628

Exhibit M - Medicare/Medicaid IAE SCHEDULE 2: Medicare Attachment A

Exhibit M - Medicare/Medicaid IAE SCHEDULE 3: Info Exchange Agreement for Disclosure of Medicare Part D Data

Exhibit M - Medicare/Medicaid IAE SCHEDULE 4: Medicare Part D – Conflict of Interest Attestation

Exhibit N - Mental Health Block Grants (MHBG)

Exhibit N-1 – Mental Health Block Grants (COVID MHBG)

Exhibit N-1a – COVID MHBG Grant TEMPLATES (8)

Exhibit N-1b – COVID MHBG Mobile Crisis Block Grant Stimulus Report TEMPLATE

Exhibit O - Opioid Treatment Program (OTP) Substance Use Disorder (SUD)

Exhibit P - PACT Program – Mental Health (Non-Medicaid)

Exhibit Q - Peer Bridger Program

Exhibit Q-1 –TEMPLATE PB Participant Treatment Engagement Report

Exhibit R - Qualified Service Organization Business Associate Agreement

Exhibit S - Service Area Matrix

Exhibit T - Sliding Fee Schedule

Exhibit U - Statement of Work

Exhibit V - Substance Use Disorder Block Grant (SABG)

Exhibit V-1 - Substance Use Disorder Block Grant (COVID SABG)

Exhibit V-1a – COVID SABG Grant Templates

Exhibit W - SUD Co-Occurring Residential Treatment

Exhibit X - Tribal Coordination for Crisis & Involuntary Commitment Evaluation Services

Exhibit Y - Withdrawal Management Detoxification Services

Exhibit Z – Deliverables

Exhibit BB – TrueBlood Misdemeanor Diversion Fund Report Template

Exhibit CC – Inpatient Psychiatric Services (Lourdes)

Exhibit DD – Secure Detox – Statement of Work

Exhibit EE – SUD Residential – Statement of Work

Exhibit FF – SUD Recovery Navigator Program

Exhibit GG - Recovery Community Services

Exhibit HH – Recovery Café – Three Rivers Therapy

Exhibit II – Youth Mobile Crisis Team – YMCT

1 DEFINITIONS

The words and phrases in this section shall have the following meanings for purposes of the Contract. In addition, any subcontracts and in any other documents that relate to this Contract, the Contractor shall use the following definitions and any other definitions that appear in this Contract.

1.1 Access

"Access" means the timely use of services to achieve optimal outcomes, as evidenced by the Contractor's successful demonstration and reporting outcome information for the availability and timeliness defined in this Contract.

1.2 Accountable Community of Health (ACH)

"Accountable Community of Health (ACH)" means a regionally governed, public-private collaborative that is tailored by the region to achieve healthy communities and a Healthier Washington. ACHs convene multiple sectors and communities to coordinate systems that influence health, public health, the health care delivery providers, and systems that influence social determinations of health.

1.3 Action

"Action" means the denial or limited authorization of a Contracted Service based on medical necessity.

1.4 Administrative Function

"Administrative Function" means any obligation other than the actual provision of behavioral health services.

1.5 Administrative Hearing

"Administrative Hearing" means an adjudicative proceeding before an Administrative Law Judge or a Presiding Officer that is governed by Chapter 34.05 RCW and the Agency's hearings rules found in Chapter 182-526 WAC and other applicable laws.

1.6 Advance Directive

"Advance Directive" means a written instruction, such as a living will or durable power of attorney for health care relating to the provision of health care when an Individual is incapacitated.

1.7 Adverse Authorization Determination

"Adverse Authorization Determination" means the denial or limited authorization of a requested Contracted Services for reasons of medical necessity (Action) or any other reason such as lack of Available Resources.

1.8 Alcohol/Drug Information School (ADIS)

"Alcohol/Drug Information School (ADIS)" means a program that provides information regarding the use and abuse of alcohol/drugs in a structured educational setting. ADIS must meet the certification standards in WAC 246-341. (The service as described satisfies the level of intensity in ASAM Level 0.5).

1.9 Allegation of Fraud

"Allegation of Fraud" means an unproved assertion: an assertion, especially relating to wrongdoing or misconduct on the part of the Individual.

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

1.9.1 Fraud hotline complaints;

1.9.2 Claims data mining; and

1.9.3 Patterns identified through provider audits, civil false claims cases, and law enforcement investigations.

1.10 American Indian/Alaska Native (AI/AN)

"American Indian/Alaska Native (AI/AN)" means any Individual defined at 25 USC § 1603(13), § 1603(28), or § 1679(a), or who has been determined eligible as an Indian, under 42 C.F.R. § 136.12. This means the Individual is a member of a Tribe or resides in an urban center and meets one or more of the following criteria:

1.10.1 Is a member of a tribe, band, or other organized group of Indians, including those tribes, bands, or groups terminated since 1940 and those recognized now or in the future by the state in which they reside, or who is descendant, in the first or second degree, of any such member;

1.10.2 Is an Eskimo or Aleut or other Alaska Native;

1.10.3 Is considered by the Secretary of the Interior to be an Indian for any purpose; or

1.10.4 Is determined to be an Indian under regulations issued by the Secretary.

The term AI/AN also includes an Individual who is considered by the Secretary of the Interior to be an Indian for any purpose or is considered by the Secretary of Health and Human Services to be an Indian for purposes of eligibility for Indian health care services, including as a California Indian, Eskimo, Aleut, or other Alaska Native.

1.11 American Society of Addiction Medicine (ASAM)

"American Society of Addiction Medicine (ASAM)" means a professional medical society dedicated to increasing access and improving the quality of addiction treatment.

1.12 American Society of Addiction Medicine (ASAM) Criteria

"American Society of Addiction Medicine (ASAM) Criteria" means the comprehensive set of guidelines for determining placement, continued stay and transfer or discharge of Individuals with addiction conditions.

1.13 Appeal

"Appeal" means a request for review of an Action.

1.14 Appeal Process

"Appeal Process" means the Contractor's procedures for reviewing an Action.

1.15 Auxiliary Aids and Services

"Auxiliary Aids and Services" means services or devices that enable Individuals with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in the benefits, programs or activities conducted by the Contractor. Auxiliary Aids and Services includes:

1.15.1 Qualified interpreters onsite or through video remote interpreting (VRI), note takers, real-time computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons, videotext displays, or other effective methods of making aurally delivered materials available to Individuals with hearing impairments;

1.15.2 Qualified readers, taped texts, audio recordings, Brailed materials, large print materials, or other effective methods of making visually delivered materials available to Individuals with visual impairments;

1.15.3 Acquisition or modification of equipment or devices; and

1.15.4 Other similar services and actions.

1.16 Available Resources

"Available Resources" means funds appropriated for the purpose of providing behavioral health programs. This includes federal funds, except those provided according to Title XIX of the Social Security Act, and state funds appropriated by the Legislature.

1.17 Behavioral Health

"Behavioral Health" means mental health and SUD conditions and related services.

1.18 Behavioral Health Advisory Board (BHAB)

"Behavioral Health Advisory Board (BHAB" means an advisory board representative of the demographic characteristic of the RSA in accordance with WAC 182-538C-0252.

1.19 Behavioral Health Emergency

"Behavioral Health Emergency" means a person is experiencing a significant behavioral health crisis that requires an immediate in-person response due to level of risk or lack of means for safety planning as defined in WAC 162-140-0010.

1.20 Behavioral Health Administrative Services Organization (BH-ASO)

"Behavioral Health Administrative Services Organization (BH-ASO)" means an entity selected by HCA to administer behavioral health programs, including Crisis Services and in-home stabilization for Individuals in a defined Regional Service Area (RSA), regardless of an Individual's ability to pay, including Medicaid eligible members.

1.21 Behavioral Health Care Coordination and Community Integration

"Behavioral Health Care Coordination and Community Integration" means a range of activities furnished to engage Individuals in treatment ad assist them in transitioning from a variety of inpatient, residential or non-permanent settings back into the broader community. To be eligible, the Individual must need transition support services in order to ensure timely and appropriate Behavioral Health treatment and Care Coordination. This service is further described in the Medicaid State Plant at Attachment 3, Section 13.d.

1.22 Behavioral Health Data Systems (BHDS)

"Behavioral Health Data System (BHDS)" means the data system that retains non-encounter data submissions called Behavioral Health Supplemental Transactions.

1.23 Behavioral Health Medical Director

"Behavioral Health Medical Director" means a physician licensed in Washington State to practice medicine, oversee operations, set policies and help to make informed medical/behavioral health decisions.

1.24 Behavioral Health Professional

"Behavioral Health Professional" means a licensed physician board certified or board eligible in Psychiatry or Child and Adolescent Psychiatry, Addiction Medicine or Addiction Psychiatry, licensed doctoral level psychologist, Psychiatric Advanced Registered Nurse Practitioner (ARNP) or a licensed pharmacist.

1.25 Behavioral Health Supplemental Transaction

"Behavioral Health Supplemental Transaction" means non-encounter data submissions to the BHDS as outlined in the Behavioral Health Data System Guide. These transactions include supplemental data, including additional demographic and social determinate data, as well as service episode and outcome data necessary for federal Substance Abuse and Mental Health Services Administration (SAMHSA) block grant reporting and other state reporting needs.

1.26 Breach

"Breach" means the acquisition, access, use, or disclosure of Protected Health Information (PHI) in a manner not permitted under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), which compromises the security or privacy of PHI, with the exclusions and exceptions listed in 45 C.F.R. § 164.402.

1.27 Brief Intervention for SUD

"Brief Intervention for SUD" means a time limited, structured behavioral intervention using techniques such as evidence-based motivational interviewing, and referral to treatment services when indicated. Services may be provided at sites exterior to treatment facilities such as hospitals, medical clinics, schools or other non-traditional settings.

1.28 Business Associate Agreement (BAA)

"Business Associate Agreement (BAA)" means an agreement under the federal HIPAA Compliance Section of Exhibit H, Data Sharing Terms, and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office of Civil Rights., between a HIPAA covered entity and a HIPAA business associate. The agreement protects PHI in accordance with HIPAA guidelines.

1.29 Business Day

"Business Day" means Monday through Friday, 8:00 am to 5:00 pm Pacific Time, except for holidays observed by the State of Washington.

1.30 Care Coordination

"Care Coordination" means an Individual's healthcare needs are coordinated with the assistance of a primary point of contact. The point of contact provides information to the Individual and the Individual's caregivers, and works with the Individual to ensure the Individual receives the most appropriate treatment, while ensuring that care is not duplicated.

1.31 Certified Peer Counselor (CPC)

"Certified Peer Counselor (CPC)" means Individuals who: have self-identified as a consumer of behavioral health service; have received specialized training provided/contracted by HCA's, Division of Behavioral Health and Recovery (DBHR); have passed a written/oral test, which includes both written and oral components of the training; have passed a Washington State background check; have been certified by DBHR; and are a registered Agency Affiliated Counselor with the Department of Health (DOH).

1.32 Childcare Services

"Childcare Services" means the provision of child care services to children of parents in treatment in order to complete the parent's plan for treatment services. Childcare services must be provided by licensed childcare providers.

1.33 Child and Family Team (CFT)

"Child and Family Team (CFT)" means a group of people chosen with the family and connected to them through natural, community, and formal support relationships – who develop and implement the family's care plan, address unmet needs, and work toward the family's vision and team mission.

1.34 Children's Long Term Inpatient Program (CLIP)

"Children's Long Term Inpatient Program (CLIP)" means a medically based treatment approach, available to all Washington State residents, ages 5 to 18 years of age, that provide 24-hour psychiatric treatment in a highly structured setting designed to assess, treat, and stabilize youth diagnosed with psychiatric and behavioral disorders.

1.35 Children's Long Term Inpatient Programs Administration (CLIP Administration)

"Children's Long Term Inpatient Programs Administration (CLIP Administration)" means the state appointed authority for policy and clinical decision-making regarding admission to and discharge from (CLIP).

1.36 Clinically managed Residential Withdrawal Management

"Clinically Managed Residential Withdrawal Management" means Clinically Managed Residential Withdrawal Management (sometimes referred to as "social setting detoxification" or "social detox") is an organized service that may be delivered by appropriately trained staff, who provide 24-hour supervision, observation, and support for Individuals who are intoxicated or experiencing withdrawal. This level is characterized by its emphasis on peer and social support rather than medical and nursing care. This level provides care for Individuals whose intoxication/withdrawal signs and symptoms are sufficiently severe to require 24-hour structure and support: however, the full resources of a Level 3.7-WM, Medically Monitored Inpatient Withdrawal Management services are not necessary. ASAM 3.2-WM.

1.37 Co-responder

"Co-responder" means teams consisting of first responder(s) and behavioral health professional(s) to engage with Individuals experiencing behavioral health crises.

1.38 Code of Federal Regulations (C.F.R.)

"Code of Federal Regulations (C.F.R.)" means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include an successor, amended, or replacement regulation. The F.F.R> may be accessed at: https://www.ecfr.gov/.

1.39 Community-Based Crisis Team (CBCT)

"Community-based Crisis Team (CBCT)" means a team that is part of an emergency medical services agency, a fire service agency, a public health agency, a medical facility, a nonprofit crisis response provider, or a city or county government entity, other than a law enforcement agency, that provides the on-site, community-based interventions of a Mobile Rapid Response Crisis Team (MRRCT) for people who are experiencing Behavioral Health Emergencies.

1.40 Community Health Workers (CHW)

"Community Health Workers (CHW)" means Individuals who serve as a liaison and advocate between social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery. CHW include Community Health Representatives (CHR) in the Indian Health Service funded, tribally contracted program.

1.41 Community Mental Health Agency (CMHA)

"Community Mental Health Agency (CMHA)" means a behavioral health agency that is licensed by the State of Washington, and certified to provide mental health services.

1.42 Conditional Release (CR)

"Conditional Release (CR)" means if a treating Facility determines that an Individual committed to an inpatient treatment Facility can be appropriately treated by outpatient treatment in the community prior to the end of the commitment period, the Individual may be discharged under a CR. A CR differs from a less restrictive order in that the CR is filed with the court, as opposed to being ordered by the court. The length of the CR is the amount of time that remains on the current inpatient commitment order.

1.43 Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or State laws. Confidential Information comprises both Category 3 and Category 4 Data as described in Exhibit H, Data Sharing Terms, Section 3 Data Classification, which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as "Data".

1.44 Continuity of Care

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

1.45 Contract

"Contract" means this Contract document and all schedules, exhibits, attachments, and incorporated documents and amendments.

1.46 Contractor

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

1.47 Contingency Management

"Contingency Management" means a type of behavior therapy in which Individuals are reinforced or rewarded for evidence of positive behavioral change.

1.48 Continuing Education and Training

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

1.49 Contracted Services

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

1.50 Cost Reimbursement

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

1.51 Cost Sharing

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

1.52 Criminal Justice Treatment Account (CJTA)

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

1.53 Crisis

"Crisis" means a behavioral health crisis, defined as a turning point, or a time, a stage, or an event, whose outcome includes a distinct possibility of an undesirable outcome.

1.54 Crisis Services (Behavioral Health)

"Crisis Services", also referred to as "Crisis Intervention Services" means screening, evaluation, assessment, and clinical intervention are provided to all Individuals experiencing a Behavioral Health crisis. A Behavioral Health crisis is defined as a significant change in behavior in which instability increases, and/or risk of harm to self or others increases. The reasons for this change could be external or internal to the Individual. If the crisis is not addressed in a timely manner, it could lead to significant negative outcomes or harm to the Individual or others. Crisis services are available on a 24-hour basis, 365 days a year. Crisis Services are intended to stabilize the person in crisis, prevent further deterioration, and provide immediate treatment and intervention, de-escalation, and coordination/referral efforts with health, social, and other services and supports as needed to affect symptom reduction, harm reduction, and/or to safely transition Individuals in acute crisis to the appropriate environment for continued stabilization. Crisis intervention should take place in a location best suited to meet the needs of the Individual and in the lease restrictive environment available. Crisis Services may be provided prior to completion of an intake evaluation.

1.55 Cultural Humility

"Cultural Humility" means the continuous application in professional practice of self-reflection and self-critique, learning from patients, and partnership building, with an awareness of the limited ability to understand the patient's worldview, culture(s), and communities.

1.56 Culturally Appropriate Care

"Culturally Appropriate Care" means health care services provided with Cultural Humility and an understanding of the patient's culture and community, and informed by Historical Trauma and the resulting cycle of Adverse Childhood Experiences (ACEs).

1.57 Debarment

"Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

1.58 Delegation

"Delegation" means a formal process by which an organization gives another entity the authority to perform certain functions on its behalf. Although an organization may delegate the authority to perform a function, it may not delegate the responsibility for ensuring that the function is performed appropriately.

1.59 Department of Children, Youth and Families (DCYF)

"Department of Children, Youth and Families (DCYF) means the Washington State agency responsible for keeping Washington children safe, strengthening families and supporting foster children in their communities.

1.60 Department of Health (DOH)

"Department of Health (DOH)" means the Washington State agency responsible for the licensing and certification of health service providers.

1.61 Department of Social and Health Services (DSHS)

"Department of Social and Health Services (DSHS)" means the Washington State agency responsible for providing a broad array of health care and social services.

1.62 Designated Crisis Responder (DCR)

"Designated Crisis Responder (DCR)" means a person designated by the county or other authority authorized in rule, to perform the civil commitment duties described in Chapters 71.05 RCW.

1.63 Disaster Outreach

"Disaster Outreach" means contacting Individuals in their place of residence or other settings to provide support, education, information and referral to resources in the event of a disaster.

1.64 Direct Service Support Costs

"Direct Service Support Costs" are BH-ASO level costs incurred to provide services and activities to Individuals, as defined in the instructions, in the Non-Medicaid Expenditure Report template.

1.65 Director

"Director" means the Director of GCBH. In his or her sole discretion, the Director may designate a representative to act on the Director's behalf. Any designation may include the representative's authority to hear, consider, review, and/or determine any matter.

1.66 Division of Behavioral Health and Recovery (DBHR)

"Division of Behavioral Health and Recovery (DBHR)" means the HCA behavioral health division.

1.67 Emergency Medical Condition

"Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the Individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

1.68 Emergency Services

"Emergency Services" means inpatient and outpatient Contracted Services furnished by a Provider qualified to furnish the services needed to evaluate or stabilize an Emergency Medical Condition.

1.69 Emergent Care

"Emergent Care" means services that, if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to RCW 71.05.153

1.70 Encounter Data Reporting Guide

"Encounter Data Reporting Guide" means the published guide to assist contracted entities in the standard electronic encounter data reporting process required by HCA.

1.71 Encrypt

"Encrypt" means to encipher or encode electronic data using software that generates a minimum key length of 128 bits.

1.72 Endorsement

"Endorsement" means Health Care Authority (HCA) has determined the Mobile Rapid Response Crisis Team (MRRCT) or Community Based Crisis Team (CBCT) meet all the endorsement criteria standards identified in the "HB 1134 Endorsement Standards for MRRCT and CBCT." The endorsement is a voluntary credential that a MRRCT or CBCT may obtain to signify that it maintains the capacity to respond to persons who are experiencing a significant Behavioral Health emergency requiring an urgent, in-person response. MRRCT or CMCT may choose to become endorsed through HCA. The endorsement is voluntary and demonstrates that the team maintains the capacity to respond to persons who are experiencing a significant Behavioral Health emergency requiring an urgent, in-person response.

1.73 Evaluation and Treatment (E&T) Facility

"Evaluation and Treatment (E&T) Facility" means any facility which can provide directly, or by direct arrangement with other public or private agencies, emergency E&T, outpatient care, and timely and appropriate inpatient care to Individuals suffering from a behavioral health disorder and who are at risk of harm or are gravely disabled, and which is licensed or certified as such by DOH. (RCW 71.05.020)

1.74 Evidence-Based Practices

"Evidence-Based Practices" means a program or practice that has been tested where the weight of the evidence from review demonstrates sustained improvements in at least one outcome. "Evidence-based" also means a program or practice that can be implemented with a set of procedures to allow successful replication in Washington and, when possible, is determined to be cost-beneficial.

1.75 External Entities (EE)

"External Entities (EE)" means organizations that serve eligible Individuals and includes DSHS, DOH, Local Health Jurisdictions (LHJ), community-based service providers and services/programs defined in this Contract.

1.76 Facility

"Facility" means, but is not limited to, a hospital, an inpatient rehabilitation center, Long-Term and Acute Care (LTAC) center, skilled nursing facility, and nursing home.

1.77 Federally Qualified Health Center (FQHC)

"Federally Qualified Health Center (FQHC)" means a community-based organization that provides comprehensive primary care and preventive care, including health, dental, and behavioral health services to people of all ages, regardless of their ability to pay or health insurance status.

1.78 Fee-for-Service (FFS) Medicaid Program

"Fee-for-Service (FFS) Medicaid Program" means the state Medicaid program, which pays for services furnished to Medicaid patients in accordance with the Medicaid State Plan's FFS methodology.

1.79 First Responders

"First Responders" means persons with specialized training who are among the first to arrive and provide assistance as the scene of an emergency. First responders typically include law enforcement officers, firefighters, medical and hospital emergency rooms, and 911 call centers.

1.80 Fraud

"Fraud" means an intentional deception or misrepresentation made by an Individual or entity with the knowledge that the deception could result in some unauthorized benefit to him or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law.

1.81 General Fund State/Federal Block Grants (GFS/FBG)

"General Fund State/Federal Block Grants (GFS/FBGs)" means the services provided by the Contractor under this Contract and funded by FBG or GFS.

1.82 Global Appraisal of Individual Needs Shorter Screener (GAIN-SS)

"Global Appraisal of Individual Needs Shorter Screener (GAIN-SS)" means the integrated, comprehensive screening for behavioral health conditions.

1.83 Grievance

"Grievance" means an expression of dissatisfaction about any matter other than an Action. Possible subjects for grievances may include, but are not limited to, the quality of care or services provided, aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the Individual's rights Regardless of whether remedial action is requested. Grievance includes an Individual's right to dispute an extension of time proposed by the Contractor to make an authorization decision.

1.84 Grievance and Appeal System (ASO only use)

"Grievance and Appeal System" means the overall system that includes Grievances and Appeals handled by the Contractor and access to the Administrative Hearing system.

1.85 Grievance Process

"Grievance Process" means the procedure for addressing Individuals' Grievances (42 C.F.R. § 438.400(b)).

1.86 Guideline

"Guideline" means a set of statements used to determine a course of action. A guideline streamlines utilization management decision-making processes according to a set routine or sound evidence-based clinical practice.

1.87 Hardened Password "Hardened Password" prior to July 1, 2019 means a string of at least eight (8) characters containing at least one (1) alphabetic character, at least one (1) number, and at least one (1) special character such as an asterisk, ampersand, or exclamation point.

1.88 Health Care Authority (HCA)

"Health Care Authority (HCA)" means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA or any of the officers or other officials lawfully representing HCA.

1.89 Health Care Authority (HCA) Provided Referral List

"Health Care Authority (HCA) Provided Referral List" means confidential information that will be provided by HCA, on a need-to-know basis that identifies which Individuals are eligible for Forensic Projects for Assistance in Transition from Homelessness (PATH) services.

1.90 Health Care Professional

"Health Care Professional" means a physician or any of the following acting within his or her scope of practice; an applied behavior analyst, certified registered dietician, naturopath, podiatrist, optometrist, optician, osteopath, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner or clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), licensed midwife, licensed social worker (advanced or independent clinical license or associate), licensed mental health counselor, licensed mental health associate, licensed marriage and family therapist, Licensed marriage and family therapist associate, registered respiratory therapist, pharmacist, and certified respiratory therapy technician.

1.91 Health Disparities

"Health Disparities" are preventable differences in the burden of disease, injury, violence, or opportunities to achieve optimal health that are experienced by socially disadvantaged populations.

1.92 Health Equity

"Health Equity" means the attainment of the highest level of health for all people, where everyone has a fair and just opportunity to attain their optimal health regardless of race, ethnicity, disability, sexual orientation, gender identity, socioeconomic status, geography, preferred language, or other factors that affect access to care and health outcomes.

1.93 Health Insurance Portability and Accountability Act (HIPAA)

"Health Insurance Portability and Accountability Act (HIPAA)" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.

1.94 Historical Trauma

"Historical Trauma" means situations where a community experienced traumatic events, the events generated high levels of collective distress, and the events were perpetuated by outsiders with a destructive or genocidal intent.

1.95 Independent Peer Review

"Independent Peer Review" means to assess the quality, appropriateness, and efficacy of treatment services provided to Individuals under the program involved.

1.96 Indian Health Care Provider (IHCP)

"Indian Health Care Provider (IHCP)" means the Indian Health Service and/or any Tribe, Tribal organization, or Urban Indian Health Program (UIHP) that provides Medicaid-reimbursable services.

1.97 Indian Health Service (HIS)

"Indian Health Service (IHS)" means the federal agency in the U.S. Department of Health and Human Services (HHS), including contracted Tribal health programs, entrusted with the responsibility to assist eligible AI/ANs with health care services.

1.98 Individual

"Individual" means any person in the RSA regardless of income, ability to pay, insurance status or county of residence. With respect to non-Crisis Services, "Individual" means a person who has applied for, is eligible for, or who has received GFS/FBG services through this Contract.

1.99 Individuals with Intellectual or Developmental Disability (I/DD)

"Individuals with Intellectual or Developmental Disability (I/DD)" means people with a disability characterized by significant limitations in both intellectual functioning and in adaptive behavior, which covers many everyday social and practical skills.

1.100 Inpatient/Residential Substance Use Treatment Services

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

1.100.1 Intensive inpatient services;

1.100.2 Recovery house treatment services;

1.100.3 Long-term residential treatment services; and

1.100.4 Youth residential services.

1.101 Institute for Mental Disease (IMD)

"Institute for Mental Disease (IMD)" means a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services.

1.102 Intake Evaluation, Assessment, and Screenings (Mental Health)

"Intake Evaluation, Assessment, and Screenings (Mental Health)" also referred to as "Intake" means an evaluation to establish the medical necessity for treatment, determine service needs, and formulate recommendations for treatment. Intake evaluations must be initiated prior to the provision of any other behavioral health services, except those specifically stated as being available prior to an intake. Services may begin before the completion of the intake once medical necessity is established. This service is further described in the Medicaid State Plan at Attachment 3, Section 13d.

1.103 Intake Evaluation, Assessment, and Screenings (Substance Use or Problem Gambling Disorder

"Intake Evaluation, Assessment, and Screenings (Substance Use or Problem Gambling Disorder)" also referred to as "SUD assessment" means a comprehensive evaluation of an Individual's behavioral health, along with their ability to function within a community, to determine current priority needs ad formulate recommendations for treatment. The intake evaluation for substance use disorder includes a review of current intoxication and withdrawal potential, biomedical complications, emotional, behavioral, cognitive complications, readiness to change, relapse potential and recovery environment. Intake evaluations for problem gambling disorders includes a biopsychosocial clinical assessment. Information from the intake is used to work with the Individual to develop an individualized service plan to address the identified issues. Intake evaluations must be initiated prior to the provision of any other substance use or problem gambling disorder services. Services may begin before the completion of the intake once medical necessity is established.

1.104 Interim Services

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

1.105 Intensive Inpatient Residential Services

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

1.106 Intensive Outpatient SUD Treatment

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

1.107 Involuntary Treatment Act (ITA)"Involuntary Treatment Act (ITA)" are state laws that allow for Individuals to be committed by court order to a Facility for a limited period of time. Involuntary civil commitments are meant to provide for the evaluation and treatment of Individuals with a behavioral health disorder and who may be either gravely disabled or pose a danger to themselves or others, and who refuse or are unable to enter treatment on their own. An initial commitment may last up to 120 hours, but, if necessary, Individuals can be

committed for additional periods of fourteen (14), ninety (90), and one hundred eighty (180) calendar days of inpatient involuntary treatment or outpatient involuntary treatment (RCW 71.05.180, RCW 71.05.230 and RCW 71.05.290).

1.108 Involuntary Treatment Act Services "Involuntary Treatment Act Services" includes all services and Administrative Functions required for the evaluation and treatment of Individuals civilly committed under the ITA in accordance with Chapters 71.05 and 71.34 RCW, and RCW 71.24.300.

1.109 Juvenile Drug Court "Juvenile Drug Court" means a specific juvenile court docket, dedicated to a heightened and intensified emphasis on therapy and accountability, as described by the U.S. Department of Justice, Bureau of Justice Assistance in the monograph, Juvenile Drug Courts: Strategies in Practice, March 2003.

1.110 Less Restrictive Alternative (LRA) Treatment "Less Restrictive Alternative (LRA) Treatment" means a program of Individualized treatment in a less restrictive setting than inpatient treatment that includes the services described in RCW 71.05.585.

1.111 Less Restrictive Alternative (LRA) Treatment Order "Less Restrictive Alternative (LRA) Treatment Order" means if a court determines that an Individual committed to an inpatient facility meets criteria for further treatment but finds that treatment in a less restrictive setting is a more appropriate placement and is in the best interest of the Individual or others, an LRA order may be issued. The LRA order remands the Individual to outpatient treatment by a Behavioral Health service provider in the community who is responsible for monitoring and providing LRA treatment. The Individual must receive at least a minimum set of services and follow the conditions outlined in the LRA order. The length of an LRA order is usually 90 or 180 days but can in certain cases be for up to one year. (RCW 71.05.320). An LRA order may be extended by a court.

1.112 List of Excluded Individuals/Entities (LEIE)"List of Excluded Individuals/Entities (LEIE)" means an Office of Inspector General's List of Excluded Individuals/Entities and provides information to the health care industry, patients, and the public regarding Individuals and entities currently excluded from participation in Medicare, Medicaid, and all other federal health care programs.

1.113 Lump Sum "Lump Sum" means the Subcontractor is reimbursed a negotiated amount for completion of requirements under the Subcontract.

1.114 Managed Care

"Managed Care" means a prepaid, comprehensive system of medical and behavioral health care delivery including preventive, primary, specialty, and ancillary health services.

1.115 Managed Care Organization (MCO)
"Managed Care Organization (MCO)" means an organization having a certificate of authority or certificate of registration from the Washington State Office of Insurance Commissioner that contracts with HCA/GCBH under a comprehensive risk contract to provide prepaid health care services to eligible HCA Individuals under HCA managed care programs.

1.116 Materials

"Materials" means any promotional activity or communication with an Individual that is intended to "brand" a Contractor's name or organization. Materials include written, oral, in-person (telephonic or face-to-face) or electronic methods of communication, including email, text messaging, and social media (i.e. Facebook, Instagram, and Twitter).

1.117 Medically Necessary

"Medically Necessary " means a term for describing a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the Individual that endanger life, cause suffering of pain, result in an illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the Individual requesting the service. "Course of treatment" may include mere observation or, where appropriate, no treatment at all.

1.118 Medication Assisted Treatment (MAT)

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

1.119 Medication Management

"Medication Management" means the prescribing and/or administering of psychiatric medications and reviewing of medications and their side effects. This service may be provided in consultation with primary therapists, case managers, and/or natural supports, without the Individual present, but the service must be for the benefit of the Individual.

1.120 Medically Monitored Inpatient Withdrawal Management

"Medically Monitored Inpatient Withdrawal Management" means an organized service delivered by medical and nursing professionals, which provides for 24-hour evaluation and withdrawal management in a permanent facility with inpatient beds. Services are delivered under a defined set of physician-approved policies and physician-monitored procedures or clinical protocols. This level provides care to Individuals whose withdrawal signs and symptoms are sufficiently severe to require 24-hour inpatient care. ASAM 3.7-WM.

1.121 Medication Monitoring

"Medication Monitoring" means one-on-one cueing, observing, and encouraging an Individual to take medications as prescribed. Also includes reporting back to persons licensed to perform Medication Management services for the direct benefit of the Individual. This services is designed to facilitate medication compliance and positive outcomes.

1.122 Mental Health Advance Directive

"Mental Health Advance Directive" means a written document in which the Individual makes a declaration of instructions, or preferences, or appoints an agent to make decisions on behalf of the Individual regarding the Individual's mental health treatment that is consistent with Chapter 71.32 RCW.

1.123 Mental Health Block Grant (MHBG)

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

1.124 Mental Health Care Provider

"Mental Health Care Provider" means an Individual working in a Behavioral Health Agency, under the supervision of a Mental Health Professional, who has primary responsibility for implementing an individualized plan for mental health, rehabilitation services. To provide services as a Mental Health Care Provider, this person must be a registered agency affiliated counselor and have a minimum of one year education or experience in mental health or related fields."

1.125 Mental Health Disposition Alternative

"Mental Health Disposition Alternative" means a post-sentence diversion alternative for Individuals with a mental illness who is convicted of a felony (non-serious violent or sex offense) that prioritizes access to treatment and community-based supervision.

1.126 Mental Health Parity

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

1.127 Mental Health Professional

"Mental Health Professional" means and individual practicing within the Mental Health Professional's statutory scope of practice who is:

1.127.1 A psychiatrist, psychologist, physician assistance working with a supervising psychiatrist, psychiatric advanced registered nurse practitioner, psychiatric nurse, or social worker as defined in chapters 71.05 and 71.34 RCW;

1.127.2 mental health counselor, mental health counselor associate, marriage and family therapist, or marriage and family therapist associate, as defined in RCW 18.225.010; or

1.127.3 A certified or licensed agency affiliated counselor, as defined in RCW 18.19.020.

1.128 Mental Health Treatment Intervention

"Mental Health Treatment Intervention" means services delivered in a wide variety of settings that promote recovery, using therapeutic techniques. These services are provided, as Medically Necessary, along a continuum from outpatient up through residential and inpatient levels of care and include evaluation, stabilization, and treatment. Services provided in facility settings must have the appropriate state facility licensure. This service is further described in the Medicaid State Plan at Attachment 3, Section 13d.

1.129 Mobile Rapid Response Crisis Team (MRRCT)

"Mobile Rapid Response Crisis Team (MRRCT)" means a team that provides professional on-site community-based intervention such as outreach, de-escalation, stabilization, resource connection, and follow-up support for Individuals who experiencing a Behavioral Health crisis, that shall include certified peer counselors, as a best practice to the extent practicable based on workforce availability, and that meets standards for response items established by the HCA. MRRCT teams that primarily serve children, youth and families follow the Mobile Response and Stabilization Services (MRSS) model and may refer to themselves as an MRSS team or as a child, youth and family MRRCT.

1.130 Mobile Response and Stabilization Services (MRSS)

"Mobile Response and Stabilization Services (MRSS)" means a rapid response home and community crisis intervention model customized to support Youth and families.

1.131 National Committee for Quality Assurance (NCQA)

"National Committee for Quality Assurance (NCQA)" means an independent nonprofit organization that works to improve health care quality through the administration of evidence-based standards, measures, programs and accreditation.

1.132 National Correct Coding Initiative (NCCI)

"National Correct Coding Initiative (NCCI)" means CMS-developed coding policies based on coding conventions defined in the American Medical Association's Current Procedural Terminology (CPT) manual, national and local policies, and edits.

1.133 Network Adequacy (ASO ONLY USE)

"Network Adequacy" means a network of providers for the Contractor that is sufficient in numbers and types of providers/facilities to ensure that all services are accessible to Individuals in this Contract and within Available Resources.

1.134 Non-Participating Provider

"Non-Participating Provider" means a person, Health Care Provider, practitioner, Facility, or entity acting within their scope of practice and licensure that does not have a provider service agreement with the Contractor but provides services to Individuals.

1.135 Non-Tribal Indian Health Care Provider (Non-Tribal IHCP)

"Non-Tribal Indian Health Care Provider (Non-Tribal IHCP)" means an IHCP that is not operated by a Tribe, including the IHS and an Urban Indian Health Program (UIHP).

1.136 Notice of Action (NOA) (ASO ONLY USE)

"Notice of Action (NOA)" means a written notice that must be provided to Individuals to inform them that a requested Contracted Service was denied or received only a limited authorization based on medical necessity.

1.137 Office of Inspector General (OIG)

"Office of Inspector General (OIG)" means the Office of Inspector General within the HHS.

1.138 Opioid Dependency/HIV Services Outreach

Opioid Dependency/HIV Services" means the provision of outreach and referral services to special populations to include opioid use disorder, Injecting Drug Users (IDU), HIV or Hepatitis C-positive Individuals.

1.139 Opioid Substitution Treatment

"Opioid Substitution Treatment" means assessment and treatment to opioid dependent patients. Services include prescribing and dispensing of an approved medication, as specified in 21 C.F.R. Part 291, for opioid substitution services in accordance with WAC 246-341 (The service as described satisfies the level of intensity in ASAM Level 1).

1.140 Opioid Treatment Program (OTP)

"Opioid Treatment Program (OTP)" means a designated program that dispenses approved medication as specified in 21 C.F.R. Part 291 for opioid treatment in accordance with WAC 246-341-0100.

1.141 Outpatient Competency Restoration Program (ORCP)

"Outpatient Competency Restoration Program (OCRP)" means a program that helps defendants in a criminal case achieve the ability to participate in his or her own defense in a community-based setting.

1.142 Outreach and Engagement

"Outreach and Engagement" means identification of hard-to-reach Individuals with a possible SUD and/or SMI and engagement of these Individuals in assessment and ongoing treatment services as necessary.

1.143 Overpayment

"Overpayment" means any payment from GCBH to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute. Overpayment can also mean a payment from the Contractor to a provider or Subcontractor to which the Provider or Subcontractor is not legally entitled. RCW 41.05A.010.

1.144 Participating Provider

"Participating Provider" means a person, Health Care Provider, practitioner, or entity, acting within their scope of practice and licensure, with a written agreement with the Contractor to provide services to Individuals under the terms of this Contract.

1.145 Peer Bridger

"Peer Bridger" means a trained Peer Support specialist who offers Peer Support services to Individuals in state hospitals and inpatient mental health facilities prior to discharge and after their return to their communities. The Peer Bridger must be an employee of a behavioral health agency licensed by DOH that provides Recovery services.

1.146 Peer Support Services

"Peer Support Services" means scheduled activities that promote wellness, recovery, self-advocacy, development of natural supports, and maintenance of community living skills. Services provided by Certified Peer Counselors, as noted in the Individuals' Individualized Service Plan (ISP), or without an ISP when provided during/post crisis episode. In this service, Certified Peer Counselors model skills in recovery and self-management to help Individuals meet their self-identified goals.

1.147 Personal Information

"Personal Information" means information identifiable to any person including, but not limited to: information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.148 Predictive Risk Intelligence System (PRISM)

"Predictive Risk Intelligence System (PRISM)" means a DSHS-secure web-based predictive modeling and clinical decision support tool. It provides a unified view of medical, behavioral health, and long-term care service data that is refreshed on a weekly basis. PRISM provides prospective medical risk scores that are a measure of expected medical costs in the next twelve months based on the patient's disease profile and pharmacy utilization.

1.149 Pregnant and Post-Partum Women (PPW)

"Pregnant and Post-Partum Women and Women with Dependent Children (PPW)" means: (i) women who are pregnant; (ii) women who are postpartum during the first year after pregnancy completion regardless of the outcome of the pregnancy or placement of children; or (iii) women who are parenting children, including those attempting to gain custody of children supervised by DCYF.

1.150 Pregnant, Post-Partum or Parenting (PPW) Women's Housing Support Services

"Pregnant, Post-Partum or Parenting (PPW) Women's Housing Support Services" means the costs incurred to provide support services to PPW Individuals with children under the age of six (6) in a transitional residential housing program designed exclusively for this population.

1.151 Prior Authorization

"Prior Authorization" means the requirement that a provider must request, on behalf of an Individual and when required GCBH or the GCBH's designee's, approval to provide a health care service before the Individual receives the health care service.

1.152 Promising Practice

"Promising Practice" means a practice that, based on statistical analyses or a well-established theory of change, shows potential for meeting the evidence-based or research-based criteria that may include the use of a program that is evidence-based for outcomes, including practices that may be focused on groups for whom evidence-based or research-based criteria have not yet been developed.

1.153 Protocols for Coordination with Tribes and Non-Tribal IHCPs

"Protocols for Coordination with Tribes and non-Tribal IHCPs" means the protocols that HCA and a Tribe or non-Tribal IHCP develop and agree on, with input from the Contractor, for the coordination of crisis services (including involuntary commitment assessment), care coordination, and discharge and transition planning.

1.154 Provider

"Provider" means an Individual medical or Behavioral Health Professional, Health Care Professional, hospital, skilled nursing facility, other Facility, or organization, pharmacy, program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.

1.155 ProviderOne

"ProviderOne" means the HCA's Medicaid Management Information Payment Processing System, or any superseding platform as may be designated by HCA.

1.156 Recovery

"Recovery" means a process of change through which Individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.

1.157 Recovery House Residential Treatment

"Recovery House Residential Treatment" means a program of care and treatment with social, vocational, and recreational activities designed to aid Individuals diagnosed with SUD in the adjustment to abstinence (assisting in their Recovery) and to aid in job training, reentry to employment, or other types of community activities, excluding Room and Board in a 24-hour-a-day supervised facility in accordance with WAC 246-341 (The service as described satisfies the level of intensity in ASAM Level 3.1).

1.158 Recovery Support Services

"Recovery Support Services" means a broad range of non-clinical services that assist Individuals and families to initiate, stabilize, and maintain long-term Recovery from behavioral health disorders including mental illness and substance use disorders.

1.159 Regional Service Area (RSA)

"Regional Service Area (RSA)" means a single county or multi-county grouping formed for the purpose of health care purchasing. GCBH – Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, Yakima.

1.160 Regulation

"Regulation" means any federal, State, or local Regulation or ordinance.

1.161 Resilience

"Resilience" means the capacity of Individuals to recover from adversity, trauma, tragedy, threats, or other stresses or behavioral health challenges, and to live productive lives.

1.162 Revised Code of Washington (RCW)

"Revised Code of Washington (RCW)" means the laws of the State of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

1.163 Room and Board

"Room and Board" means provision for services in a 24-hour-a-day setting consistent with the requirements for Residential Treatment Facility Licensing through DOH (Chapter 246-337 WAC).

1.164 Secure Withdrawal Management Facility (SWMF)

"Secure Withdrawal Management Facility (SWMF)" means a facility operated by either a public or private agency as defined in RCW 71.05.020 that provides evaluation and treatment to Individuals detained for SUD ITA. This service does not include cost of room and board.

1.165 Secured Area

"Secured Area" means an area such as a building, room, or locked storage container to which only authorized representatives of the entity possessing Confidential Information have access.

1.166 Security Incident

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

1.167 Serious Emotionally Disturbed (SED)

"Serious Emotionally Disturbed (SED)" means children from birth up to age eighteen (18) who have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current Diagnostic and Statistical Manual of Mental Disorders (DSM) that results in functional impairment which substantially interferes with or limits the child's role or functioning in family, school, or community activities.

1.168 Serious Mental Illness (SMI)

"Serious Mental Illness (SMI)" means persons' age eighteen (18) and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current Diagnostic and Statistical Manual of Mental Disorders (DSM) that has resulted in functional impairment which substantially limits one or more major life activities such as employment, school, social relationships, etc.

1.169 Service Encounter Reporting Instructions (SERI)

"Service Encounter Reporting Instructions (SERI)" means the guide published by HCA to provide assistance to contracted entities for reporting behavioral health service encounters.

1.170 Single Case Agreement (ASO USE ONLY)

"Single Case Agreement" means a written agreement between the Contractor and a non-Participating Provider to deliver services to an Individual.

1.171 Sobering Services (NOT APPLICABLE TO GCBH ASO)

"Sobering Services" means short-term (less than 24 consecutive hours) emergency shelter, screening, and referral services to Individuals who are intoxicated or in active withdrawal.

1.172 Stabilization Services

"Stabilization Services" (also referred to as Crisis Stabilization), means services provided to Individuals who are experiencing a Behavioral Health crisis. This service includes follow-up after a crisis intervention. These services are to be provided in the Individual's own home, or another home-like setting which provides safety for the Individual and the Mental Health Professional. Stabilization services may include short-term assistance with life skills training and understanding medication effects. It may also include providing services to the Individual's natural and community supports, as determined by a Mental Health Professional, for the benefit of supporting the Individual who experienced the crisis. Stabilization services may be provided prior to an intake evaluation for Behavioral Health services. Stabilization services may be provided by a team of professions, s deemed appropriate and under the supervision of a Mental Health Professional.

1.173 Stabilization/Triage Services

"Stabilization/Triage Services" means services provided in a facility licensed by DOH and certified by DBHR as either Crisis Stabilization Units or Crisis Triage Facilities.

1.174 Subcontract

"Subcontract" means any separate agreement or contract between the Contractor and an Individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

1.175 Subcontractor

"Subcontractor" means an individual or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with the Contractor. The term "Subcontractor" means Subcontractor(s) of any tier.

1.176 Substance Abuse Block Grant (SABG)

"Substance Abuse Block Grant (SABG)" means the Federal Substance Abuse Block Grant Program) authorized by Section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service Act.

1.177 Substance Use Disorder (SUD)

"Substance Use Disorder (SUD)" means a problematic pattern of use of alcohol and/or drugs that causes a clinically and functionally significant impairment, such as health problems, disability and failure to meet major responsibilities at work, school or home.

1.178 Substance Use Disorder Professional (SUDP)

"Substance Use Disorder Professional (SUDP)" means an individual who is certified according to RCW 18.205.020 and the certification requirements of WAC 246-811-030 to provide SUD services.

1.179 Substance Use Disorder Professional Trainee (SUDPT)

"Substance Use Disorder Trainee (SUDPT)" means an Individual working toward the education and experience requirements for certification as a SUDP, and who has been credentialed as a SUDPT.

1.180 Therapeutic Interventions for Children

"Therapeutic Interventions for Children" means services promoting the health and welfare of children that include: developmental assessment using recognized, standardized instruments; play therapy; behavioral modification; Individual counseling; self-esteem building; and family intervention to modify parenting behavior and/or the child's environment to eliminate/prevent the child's dysfunctional behavior.

1.181 Tracking

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

1.182 Transitional Age Youth (TAY)

"Transition Age Youth (TAY)" means an Individual between the ages of fifteen (15) and twenty-five (25) years who present unique service challenges because they are too old for pediatric services but are often not ready or eligible for adult services.

1.183 Transport

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

1.184 Transportation

"Transportation" means the transport of Individuals to and from behavioral health treatment facilities.

1.185 Tribal Land

"Tribal Land" means any territory within the State of Washington over which a Tribe has legal jurisdiction, including any lands held in trust for the Tribe by the federal government.

1.186 Tribal Organization

" Tribal Organization" means the recognized governing body of any Tribe; any legally established organization of Indians which is controlled, sanctioned or chartered by one or more federally recognized Tribes or whose governing body is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities.

1.187 Tribe

"Tribe" means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or group or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

1.188 Trueblood

"Trueblood" refers to the court case of Trueblood, et al., v Department of Social and Health Services that challenges unconstitutional delays in competency evaluations and restoration services.

1.189 Trusted Systems

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

1.190 United States Code (U.S.C.)

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

1.191 Unique User ID

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

1.192 Urban Indian Health Program (UIHP)

" Urban Indian Health Program (UIHP)" means a nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, that is operating a facility delivering health care.

1.193 Urgent Behavioral Health Situation

"Urgent Behavioral Health Situation" means a behavioral health condition that requires attention and assessment within 24-hours, but which does not place the Individual in immediate danger to self or others and the Individual is able to cooperate with treatment.

1.194 Validation

"Validation" means the review of information, data, and procedures to determine the extent to which they are accurate, reliable, and free from bias and in accordance with standards for data collection and analysis.

1.195 Waiting List

"Waiting List" means a list of Individuals who qualify for SABG-funded services for whom services have not been scheduled due to lack of capacity.

1.196 Warm Handoff

"Warm Handoff" means a transfer of care between two members of a health care team, where the handoff occurs in front of the Individual explaining why the other team member can better address a specific issue emphasizing the other team member's competence.

1.197 Washington Administrative Code (WAC)

"Washington Administrative Code (WAC)" means all references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

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

"Washington Apple Health – Fully Integrated Managed Care (AH-FIMC)" means the program under which a MCO provides GFS services and Medicaid-funded physical and behavioral health services. This program is also referred to as "Washington Apple Health – Integrated Managed Care (AH-IMC)" or "Integrated Managed Care (IMC)".

1.199 Wraparound with Intensive Services (WISe)

"Wraparound with Intensive Services (WISe)" means a range of services designed to provide Behavioral Health services and support to individuals twenty years of age or younger, and the individual's family. WISe provides intensive Behavioral Health in home and community settings to Youth who are Apple Health eligible under WAC 182-505-0210 and meet medical necessity criteria for WISe.

1.200 Youth

"Youth" means, in general terms, a person from age thirteen (13) through eighteen (18). Specific programs may assign a different age range for Youth. Early Periodic Screening Diagnosis and Treatment (EPSDT) defines youth as an Individual up to age 21.

2 GENERAL TERMS AND CONDITIONS

2.1 Amendment

Except as described below, an amendment to this Contract shall require the approval of both GCBH and the Contractor. The following shall guide the amendment process:

2.1.1 Any amendment shall be in writing and shall be signed by the Contractor's authorized officer and an authorized representative of GCBH. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2.1.2 GCBH reserves the right to issue amendments which provide corrective or clarifying information, and notification to Network Providers within thirty (30) days or fully executed contract amendments when feasible. In the event that the Contractor does not agree to the amendments, negotiations to the amendments or right to terminate the contract will become applicable.

2.1.3 The Contractor shall submit all feedback or questions to GCBH at karenr@gcbh.org and jenniferd@gcbh.org or other email address as expressly stated.

2.1.4 The Contractor shall submit written feedback within the expressed deadline (30 days when feasible) provided to the Contractor upon receipt of any amendments. GCBH is not obligated to accept Contractor feedback after the written deadline provided by GCBH.

2.1.5 The Contractor shall return all signed amendments within the written deadline provided by GCBH contracts administration.

2.2 Loss of Program Authorization

Should any part of the scope of work under this Contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which authority has been withdrawn, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of program authority. GCBH per HCA must adjust Funding to remove costs that are specific to any program or activity that is no longer authorized by law. If Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If GCBH paid Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work must be returned to GCBH. However, if Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to Contractor, Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

2.3 Report Deliverable Templates

2.3.1 Templates for all reports that the Contractor is required to submit to GCBH are hereby incorporated by reference into this Contract. GCBH as directed by HCA may update the templates from time to time, and any such updated templates will also be incorporated by reference into this Contract. GCBH when received from HCA, will provide templates to Contractor upon update. The Contractor may email GCBH at any time to confirm the most recent version of any template to karenr@gcbh.org or jenniferd@gcbh.org.

2.3.1.1 Report templates include:

2.3.1.1.1 Assisted Outpatient Treatment Quarterly Report

2.3.1.1.2 Behavioral Health Data System - Behavioral Health Agency Quarterly Submission Report

2.3.1.1.3 Community Behavioral Health Enhancement (CBHE) Funds

2.3.1.1.4 Co-Responder report

2.3.1.1.5 Criminal Justice Treatment Account (CJTA) Quarterly Progress Report (Exhibit D)

2.3.1.1.6 Crisis Reporting Metrics and Reporting (Exhibit E)

2.3.1.1.7 Crisis Triage/Stabilization and Increasing Psychiatric Bed Capacity report

2.3.1.1.8 Grievance, Adverse Authorization Determination, and Appeals

2.3.1.1.9 E&T Discharge Planner Report (Comprehensive ONLY)

2.3.1.1.10 Jail Proviso (Exhibit L)

2.3.1.1.11 Mental Health Block Grant (MHBG) Project Plan (Exhibit N, N-1)

2.3.1.1.12 Mobile Crisis report

2.3.1.1.13 Non-Medicaid Expenditure Report (Exhibit K)

2.3.1.1.14 Peer Bridger Program (Exhibit Q)

2.3.1.1.15 Participant Peer Bridger Program (Exhibit Q)

2.3.1.1.14 Substance Abuse Block Grant (SABG) Capacity Management Form (Exhibit V)

2.3.1.1.15 Substance Abuse Block Grant (SABG) Project Plan (Exhibit V, V-1)

2.3.1.1.16 Supplemental Data Daily Submission Notification

2.3.1.1.17 Supplemental Data Monthly Certification Letter

2.3.2 The Contractor shall submit this certification using the Daily Batch File Submission of Behavioral Health Supplemental Data template available at https://www.gcbhllc.org/gcbh-publications.html:. Submit the certification to isnotifications@gcbh.org whenever supplemental data files are sent to the BHDS (Raintree).

2.3.3 The Contractor shall submit a signed Monthly Certification of the Behavioral Health Supplemental Data Batch Submissions to isnotifications@gcbh.org. Report template available at: https://www.gcbhllc.org/gcbh-publications.html. This certification must include a list of all submitted supplemental data batch files and is due within five (5) Business Days from the end of each month. The purpose of this certification is to affirm that, based on the best information, knowledge, and belief, the data, documentation, and information submitted is accurate, complete, and truthful in accordance with 42 C.F.R. § 438.606 and this Contract.

2.4 Assignment

2.4.1 The Contractor shall not assign this Contract in whole or in part, to a third party without the prior written consent of GCBH.

2.5 Billing Limitations

2.5.1 GCBH shall pay the Contractor only for services provided in accordance with this Contract.

2.5.2 GCBH shall not pay any claims for payment for services submitted more than one hundred and twenty (120) calendar days after the end of the state fiscal year (June 30th.) in which the services were performed unless otherwise specified in this Contract.

2.6 Compliance with Applicable Law

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

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

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

2.6.2 Title VI of the Civil Rights Act of 1964.

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

2.6.4 The Age Discrimination Act of 1975.

2.6.5 The Rehabilitation Act of 1973.

2.6.6 The Budget Deficit Reduction Act of 2005.

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

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

2.6.9 The American Recovery and Reinvestment Act (ARRA).

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

2.6.11 The Health Care and Education Reconciliation Act (HCERA).

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

2.6.13 21 C.F.R. Food and Drugs, Chapter 1 Subchapter C – Drugs – General.

2.6.14 42 C.F.R. Subchapter A, Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Records.

2.6.15 42 C.F.R. Subchapter A, Part 8 – Certification of Opioid Treatment Programs.

2.6.16 45 C.F.R. Part 96 Block Grants.

2.6.17 45 C.F.R. 96.126 Capacity of Treatment for Intravenous Substance Abusers who Receive Services under Block Grant funding.

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

2.6.19 Chapter 71.05 RCW Mental Illness.

2.6.20 Chapter 71.24 RCW Community Mental Health Services Act (CMHSA).

2.6.21 Chapter 71.34 RCW Mental Health Services for Minors.

2.6.22 Chapter 246-341 WAC.

2.6.23 Chapter 43.20A RCW Department of Social and Health Services (DSHS).

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

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

2.6.25.1 All applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act (33 U.S.C. 1368), Section 306 of the Clean Air Act (42 U.S.C. § 7606, Executive Order 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.

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

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

2.6.25.4 Those specified in Title 18 RCW for professional licensing.

2.6.26 Industrial Insurance – Title 51 RCW.

2.6.27 Reporting of abuse as required by RCW 26.44.030.

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

2.6.29 Copeland Anti-Kickback Act.

2.6.30 Byrd Anti-Lobbying Amendment.

2.6.31 All federal and State nondiscrimination laws and Regulations.

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

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

2.6.35 Any services provided to an Individual enrolled in Medicaid are subject to

applicable Medicaid rules.

2.7 Covenant Against Contingent Fees

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. GCBH shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from amounts due the Contractor under the Contract recover by other means the full amount of any such commission, percentage, brokerage or contingent fee.

2.8 Data Sharing Terms

Exhibit H, Data Sharing Terms, sets out Contractor's obligations for compliance with Data security and confidentiality terms.

2.9 Debarment Certification

2.9.1 By signing to this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or federal department or agency from participating in transactions (debarred).

2.9.2 The Contractor agrees to include the above requirement in any and all Subcontracts into which it enters concerning the performance of services hereunder, and also agrees that it shall not employ debarred Individuals or Subcontract with any debarred providers, persons, or entities.

2.9.3 The Contractor must immediately notify GCBH if, during the term of this Contract, the Contractor becomes debarred. GCBH may immediately terminate this Contract by providing Contractor written notice in accordance with Subsection 2.44 of this Contract if the Contractor becomes debarred during the term hereof.

2.10 Defense of Legal Actions

Each party to this Contract shall advise the other as to matters that come to its attention with respect to potential substantial legal actions involving allegations that may give rise to a claim for indemnification from the other. Each party shall fully cooperate with the other in the defense of any action arising out of matters related to this Contract by providing without additional fee all reasonably available information relating to such actions and by providing necessary testimony.

2.11 Disputes

When a dispute arises over an issue that pertains in any way to this Contract (other than

overpayments, as described below), the parties agree to the following process to address the dispute, Action by GCBH will be held in abeyance until dispute is resolved:

2.11.1 The Contractor shall request a dispute resolution conference with the Agency Director. The request for a dispute resolution conference must be in writing and shall clearly state all of the following:

2.11.1.1 The disputed issue(s).

2.11.1.2 An explanation of the positions of the parties.

2.11.1.3 Any additional facts necessary to explain completely and accurately the nature of the dispute.

2.11.2 Requests for a dispute resolution conference must be mailed in a manner providing proof of receipt (delivery) to the Director, Greater Columbia Behavioral Health LLC, 101 N. Edison St, Kennewick WA 99336. Any such requests must be received by the Director within thirty (30) calendar days after the Contractor receives notice of the disputed issue(s).

2.11.2.1 The Contractor shall also email a courtesy copy of the request for a dispute resolution conference to the email address(es) proved in the notice of the GCBH decision the Contract is disputing.

2.11.3 The Director, in his or her sole discretion, shall determine a time for the parties to present their views on the disputed issue(s). The format and time allowed for the presentations are solely within the Director's discretion. The Director shall provide written notice of the time, format, and location of the conference. The conference is informal in nature and is not governed in any way by the Administrative Procedure Act, chapter 34.05 RCW.

2.11.4 The Director shall consider all of the information provided at the conference and shall issue a written decision on the disputed issue(s) within thirty (30) calendar days after the conclusion of the conference. However, the Director retains the option of taking up to an additional sixty (60) calendar days to consider the disputed issue(s) or taking additional steps to attempt to resolve them. If the Director determines, in his or her sole discretion, that an additional period of up to sixty (60) calendar days is needed for review, he or she shall notify the Contractor, in writing, of the delay and the anticipated completion date before the initial thirty-day period expires.

2.11.4.1 The Director, at his or her sole discretion, may appoint a designee to represent him or her at the dispute conference. If the Director does appoint a designee to represent him or her at the dispute conference, the Director shall retain all final decision-

making authority regarding the disputed issue(s). Under no circumstances shall the Director's designee have any authority to issue a final decision on the disputed issue(s). In the event that the contractor wishes to appeal the dispute issue decision from the Director, they may request that the GCBH Executive Board review the Dispute and the Director's decision. If an appeal is requested the Executive Board will review the Dispute and make a final determination within 30 days.

2.11.5 The parties hereby agree that this dispute process shall precede any judicial or quasi-judicial proceeding and is the sole administrative remedy under this Contract.

2.11.6 Disputes regarding overpayments are governed by the Notice of Overpayment Subsection of this Contract, and not by this Section.

2.12 Force Majeure

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, such nonperformance shall not be a ground for termination for default. Immediately upon the occurrence of any such event, the Contractor shall use its best efforts to provide, directly or indirectly, alternative and, to the extent practicable, comparable performance. Nothing in this section shall be construed to prevent GCBH from terminating this Contract for reasons other than for default during the period of events set forth above, or for default, if such default occurred prior to such event.

2.13 Governing Law and Venue

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Benton County. In the event that an action is removed to U.S. District Court, venue shall be in the Eastern District of Washington in Richland.

2.14 Independent Contractor Relationship

The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the GCBH or the State of Washington. The Contractor, its employees, or agents performing under this Contract shall not hold himself/herself out as, nor claim to be, an officer or employee of the GCBH or the State of Washington by reason hereof, nor shall the Contractor, its employees, or agent make any claim of right, privilege or benefit that would accrue to such employee.

The Contractor acknowledges and certifies that neither, the BH-ASO, HCA nor the State of Washington are guarantors of any obligations or debts of the Contractor.

2.15 Insolvency

If the Contractor becomes insolvent during the term of this Contract:

2.15.1 The State of Washington and Individuals shall not be, in any manner, liable for the debts and obligations of the Contractor.

2.15.2 The Contractor shall, in accordance with RCW 48.44.055, provide for the continuity of care for Individuals and shall provide Crisis Services and ITA services in accordance with Chapters 71.05 and 71.34 RCW.

2.15.3 The Contractor shall cover continuation of services to Individuals for duration of period for which payment has been made, as well as for inpatient admissions up until discharge.

2.15.4 The above obligations shall survive the termination of this contract.

2.16 Access to Records and Data

2.16.1 The Contractor and it Subcontractors shall cooperate with all audits and investigations performed by duly authorized representatives of GCBH BH-ASO, the State of Washington, HCA and Washington State Medicaid Fraud Control Division (MFCD), as well as the federal DHHS, auditors from the federal Government Accountability Office (GAO), federal (OIG) and federal Office of Management and Budget (OMB).

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

2.16.3 The Contractor shall provide immediate access to facilities and records pertinent to this Contract for state or federal fraud investigators.

2.17 Insurance

The Contractor shall at all times comply with the following insurance requirements:

2.17.1 Commercial General Liability Insurance (CGL): The Contractor shall maintain CGL insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $2,000,000; General Aggregate - $4,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. The State of Washington, HCA/GCBH its elected and appointed officials, agents, and employees shall be named as additional insured's expressly for, and limited to, Contractor's services provided under this Contract.

2.17.2 Professional Liability Insurance (PL): The Contractor shall maintain Professional Liability Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - $2,000,000; General Aggregate - $4,000,000.

2.17.3 Industrial Insurance Coverage: Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, GCBH/HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. GCBH/HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by GCBH/HCA under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor. The state of Washington and GCBH/HCA shall not be held responsible as an employer for claims filed by the Contractor or its employees under such laws and regulations.

2.17.4 Employees and Volunteers: Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers.

2.17.5 Subcontractors: The Contractor shall ensure that all Contractors have and maintain insurance appropriate to the services to be performed. The Contractor shall make available copies of Certificates of Insurance for Contractors, to GCBH if requested.

2.17.5.1 Indian Tribes and Tribal Organizations. A Provider which is an Indian tribe or a tribal organization operating under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the Indian Self Determination and Education Assistance Act (ISDEAA), 25 U.S.C. § 450 et seq, or employee of a tribe or tribal organization (including contractors) shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the Contractor will be held harmless from liability. This is because Indian tribes and tribal organizations operating under a contract or compact to carry out programs, services, functions, and activities, (or programs thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. § 450 et seq, are covered by the Federal Tort Claims Act (FTCA), which means the United States consents to be sued in place of employees of a tribe or tribal organization (including contractors) for any damages to property or for personal injury or death caused by the negligence or wrongful act or omission of employees acting within the scope of their employment. Nothing in the Contractor's agreement (including any addendum) with a tribe or tribal organization shall be interpreted to authorize or obligate such Provider, any employee of such Provider, or any personal services contractor to perform any act outside the scope of his/her employment.

2.17.5.2 Urban Indian Organizations. A Provider which is an urban Indian organization shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the Contractor will be held harmless from liability to the extent the provider attests that it is covered by the FTCA. Nothing in the Contractor's agreement (or any addendum thereto) with an urban Indian organization shall be interpreted to authorize or obligate such provider or any employee of such provider to perform any act outside the scope of his/her employment.

2.17.6 Separation of Insured's: All insurance Commercial General Liability policies shall contain a "separation of insured's" provision.

2.17.7 Insurers: The Contractor shall obtain insurance from insurance companies authorized to do business within the State of Washington, with a "Best's Reports" rating of A-, Class VII or better. Any exception must be approved by GCBH. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a rating lower than A-, Class VII.

2.17.8 Evidence of Coverage: Upon request, the Contractor shall submit certificates of insurance in accordance with the Notices section of the General Terms and Conditions, for each coverage required under this Contract. If requested, each certificate of insurance shall be executed by a duly authorized representative of each insurer.

2.17.9 Material Changes: The Contractor shall give GCBH, in accord with the Notices section of the General Terms and Conditions, forty-five (45) calendar days' advance notice of cancellation or non-renewal of any insurance in the Certificate of Coverage. If cancellation is due to non-payment of premium, the Contractor shall give GCBH ten (10) calendar days' advance notice of cancellation.

2.17.10 General: By requiring insurance, the State of Washington, GCBH and HCA do not represent that the coverage and limits specified shall be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State, GCBH and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

2.17.11 The Contractor may waive the requirements as described in the Commercial General Liability Insurance, Professional Liability Insurance, Insurers and Evidence of Coverage Provisions of this section if self-insured. In the event the Contractor is self-insured, the Contractor must send to GCBH by the third Wednesday of January in each Contract year, a signed written document, which certifies that the Contractor is self-insured, carries coverage adequate to meet the requirements of this section, shall treat GCBH as an additional insured, expressly for, and limited to, the Contractor's services provided under this Contract, and provides a point of contact for GCBH.

2.17.12 Privacy Breach Response Coverage: For the term of this Contract and three (3) years following its termination, the Contractor shall maintain insurance to cover costs incurred in connection with a Security Incident, privacy Breach, or potential compromise of data including:

2.17.12.1 Computer forensics assistance to assess the impact of a data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws (45. C.F.R. Part 164, Subpart D; RCW 42.56.590, RCW 19.255.010; and WAC 284-04-625).

2.17.12.2 Notification and call center services for Individuals affected by a Security Incident or privacy Breach.

2.17.12.3 Breach resolution and mitigation services for Individuals affected by a Security Incident or privacy Breach including fraud prevention, credit monitoring and identity theft assistance.

2.17.12.4 Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

2.18 Records

2.18.1 The Contractor and its Subcontractors shall maintain all financial, medical and other records pertinent to this Contract. All financial records shall follow generally accepted accounting principles or other comprehensive basis of accounting (OCBOA) that is prescribed by the State Auditor's Office under the authority of Washington State Law, chapter 43.09 RCW. Other records shall be maintained as necessary to clearly reflect all actions taken by the Contractor related to this Contract.

2.18.2 The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract. Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims and audit findings involving the records have been resolved.

2.19 Public Records

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

2.20 Mergers and Acquisitions

If the Contractor is involved in an acquisition of assets or merger with another GCBH Contractor after the effective date of this Contract, GCBH reserves the right, to the extent permitted by law, may require that each Contractor maintain its separate business lines for the remainder of the Contract period. The Contractor does not have an automatic right to a continuation of the Contract after any such acquisition of assets or merger.

2.21 Locations Outside of the United States

2.21.1 The Contractor assures GCBH/HCA that it is not located outside the United States. In addition, the Contractor shall not include in its encounter data reporting to GCBH/HCA, or to GCBH's designated Actuary, any claims paid to any provider located outside the United States. (42 C.F.R. § 438.602(i)).

2.22 Nondiscrimination

2.22.1 Nondiscrimination Requirement. The Contractor, including any Subcontractor, shall not discriminate on the bases enumerated in RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35.

2.22.2 The Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

2.22.3 Obligation to Cooperate. The Contractor, including any subcontractor, shall cooperate and comply with any Washington State agency or federal agency investigation regarding any allegation that the Contractor, including any Subcontractor, has engaged in discrimination prohibited by this Contract.

2.22.4 Suspension and Termination. Notwithstanding any provision in this Contract to the contrary, GCBH may suspend the Contractor, including any Subcontractor, upon written notice from GCBH/HCA of a failure to participate and cooperate with any state or federal agency investigation into alleged discrimination prohibited by this Contract..

2.22.5 Any such suspension will remain in place until GCBH determines that the Contractor, including any Subcontractor, is cooperating with the investigating agency.

2.22.6 If the Contractor, or Subcontractor, is determined by GCBH/HCA to have engaged in discrimination under any of the provisions identified in this Section, GCBH/HCA may terminate this Contract in whole or in part, and the Contractor, Subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GCBH/HCA, in its sole discretion, may give the Contractor or Subcontractor a reasonable time in which to cure the noncompliance, including

implementing conditions consistent with any court order or settlement agreement.

2.22.7 Damages: Notwithstanding any provision in this Contract to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, Subcontractor, or both, shall be liable to damages as authorized by law.

2.22.8 Any such damages are distinct from any penalties imposed under chapter 49.60 RCW or applicable law or provision of this Contract.

2.22.9 Nothing in this Section shall preclude GCBH from requiring a Corrective Action Plan or imposing sanctions or liquidated damages as authorized by this Contract.

2.23 Notification of Organizational Changes

The Contractor shall provide GCBH with ninety (90) calendar days' prior written notice of any change in the Contractor's ownership or legal status. The Contractor shall provide GCBH written notice of any changes to the Contractor's executive officers, executive board members, or medical directors within (30) Business Days.

2.24 Order of Precedence

In the interpretation of this Contract and incorporated documents, the various terms and conditions shall be construed as much as possible to be complementary. In the event that such interpretation is not possible the following order of precedence shall apply:

2.24.1 Federal statutes and Regulations applicable to the services provided under this Contract.

2.24.2 State of Washington statutes and Regulations concerning the operation of GCBH programs participating in this Contract.

2.24.3 Applicable State of Washington statutes and Regulations concerning the operation of Health Maintenance Organizations, Health Care Service Contractors, and Life and Disability Insurance Carriers.

2.24.4 General Terms and Conditions of this Contract.

2.24.5 Any other term and condition of this Contract and exhibits.

2.24.6 Any other material incorporated herein by reference.

2.25 Severability

If any term or condition of this Contract is held invalid by any court of competent jurisdiction, and if all Appeals have been exhausted, such invalidity shall not affect the validity of the other terms or conditions of this Contract.

2.26 Survivability

The terms and conditions contained in this Contract that shall survive the expiration or termination of this Contract include but are not limited to: Fraud, Overpayment, Indemnification and Hold Harmless, Access to Records and Data, Maintenance of Records, and Data Sharing Terms, Security, and Confidentiality. After termination of this Contract, the Contractor remains obligated to:

2.26.1 Submit reports required in this Contract.

2.26.2 Provide access to records required in accord with the Inspection provisions of this section.

2.26.3 Provide the administrative services associated with Contracted Services (e.g., claims processing, Individual Appeals) provided to Individuals prior to the effective date of termination under the terms of this Contract.

2.26.4 Repay any Overpayments that:

2.26.4.1 Pertain to services provided at any time during the term of this Contract; and

2.26.4.2 Are identified through an GCBH, HCA, State of Washington or other agency audit or other GCBH, HCA, State of Washington or other agency administrative review at any time on or before ten years from the date of the termination of this Contract; or

2.26.4.3 Are identified through a fraud investigation conducted by the MFCD or other law enforcement entity, based on the timeframes provided by federal or State law.

2.27 Waiver

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the Director of the GCBH or his or her designee has the authority to waive any term or condition of this Contract on behalf of GCBH.

2.28 Health and Safety

The Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any GCBH Individual with whom the Contractor

has contact.

2.29 Indemnification and Hold Harmless

2.29.1 GCBH and the Contractor shall each be responsible for their own acts and omissions, and the acts and omissions of their agents and employees. Each party to this Contract shall defend, indemnify, protect and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs, penalties, and expenses, including attorney fees, arising from any willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, or agents of the first party, while performing under the terms of this Contract except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful or negligent act or omission on the part of the second party.

2.29.2 The Contractor shall indemnify and hold harmless GCBH from any claims by Participating Providers related to the provision of services to Individuals according to the terms of this Contract; this obligation shall not apply to any services that were unpaid due to non-payment of installment moneys by GCBH. Each party agrees to promptly notify the other party in writing of any claim and provide the other party the opportunity to defend and settle the claim. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

2.29.3 In accordance with RCW 71.05.026 and RCW 71.24.370, the Contractor will have no claim for declaratory relief, injunctive relief, or judicial review under chapter 34.05 RCW, or civil liability against the state, state agencies, state officials, or state employees for actions or inactions performed pursuant to the administration of chapter 71.05 RCW and chapter 71.24 RCW with regards to:

2.29.3.1 The allocation of federal or state funds;

2.29.3.2 The use of state hospital beds; or

2.29.3.3 Financial responsibility for the provision of inpatient mental health care.

2.30 No Federal or State Endorsement

The award of this Contract does not indicate an endorsement of the Contractor by the federal government, or the State of Washington. No federal or state funds have been used for lobbying purposes in connection with this Contract.

2.31 Notices

If either one party is required to give notice to the other under this Contract, it shall be deemed given if sent via email with the "delivery receipt" and/or "read receipt" feature enabled, or sent by a recognized United States Postal Service. If notice is sent by email, the receiving party must confirm receipt by accepting the "read receipt" notice.

2.31.1 In the case of notice from GCBH to the Contractor, notice will be sent to:

Chrisann.christensen@bluemtncounseling.org

OR

Chrisann Christensen, Director
Blue Mountain Counseling
221 E. Washington Ave
Dayton, WA 99328

2.31.2 In the case of notice from the Contractor to GCBH, notice will be sent to:

GCBH, LLC ASO Contract Administrator
101 N. Edison St
Kennewick, WA 99336

2.31.3 Notices delivered through the USPS will be effective on the date delivered as evidenced by the return receipt or the date returned to the sender for non-delivery other than for insufficient postage. Notices delivered by email, will be deemed to have been received when the recipient acknowledges, by email reply, having received that email.

2.31.4 Either party may at any time change its mailing address or email address for notification purposes by sending a notice in accord with this section, stating the change and setting for the new address, which shall be effective on the tenth business day following the effective date of such notice unless a later date is specified.

2.32 Notice of Overpayment

2.32.1 A Notice of Overpayment to the Contractor will be issued if GCBH determines an Overpayment has been made. RCW 41.05A.170.

2.32.2 The Contractor may contest a Notice of Overpayment by requesting an adjudicative proceeding. The request for an adjudicative proceeding must:

2.32.2.1 Comply with all of the instructions contained in the Notice of Overpayment;

2.32.2.2 Be received by GCBH within twenty-eight (28) calendar days of service receipt of the Notice of Overpayment by the Contractor;

2.32.2.3 Be sent to GCBH by certified mail (return receipt), or other manner providing proof of receipt (delivery) to the location specified in the Notice of Overpayment;

2.32.2.4 Include a statement and supporting documentation as to why the Contractor thinks the Notice of Overpayment is incorrect; and

2.32.2.5 Include a copy of the Notice of Overpayment.

2.32.3 If GCBH does not receive a request for an adjudicative proceeding within twenty-eight (28) calendar days of service of a Notice of Overpayment, then the Contractor will be responsible for repaying the amount specified in the Notice of Overpayment. This amount will be considered a final debt to GCBH from the Contractor. GCBH may charge the Contractor interest and any costs associated with the collection of the debt. GCBH may collect an Overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; withholding the amount of the debt from any future payment to the Contractor under this Contract; or any other collection action available to GCBH to satisfy the overpayment debt.

2.32.4 Nothing in this Agreement limits GCBH's ability to recover overpayments under applicable law.

2.33 Contractor's Proprietary Data or Trade Secrets

2.33.1 Except as required by law, regulation, or court order, data identified by the Contractor as Proprietary Information or trade secret information shall be kept strictly confidential, unless the Contractor provides prior written consent of disclosure to specific parties. Any release or disclosure of such Proprietary Information shall include the Contractor's interpretation.

2.33.2 The Contractor shall identify data which it asserts is Proprietary Information or is trade secret information as permitted by RCW 41.05.026. If GCBH anticipates releasing data that is identified as proprietary or trade secrets, GCBH will notify the Contractor upon receipt of any request under the Public Records Act (Chapter 42.56 RCW) or otherwise for data or Claims Data identified by the Contractor as proprietary trade secret information and will not release any such information until five (5) Business Days after it has notified the Contractor of the receipt of such request. If the Contractor files a lawsuit within the aforementioned five (5) Business Day period in an attempt to prevent disclosure of the data, GCBH agrees not to disclose the data unless it is ordered to do so by a court, the Contractor dismisses its lawsuit, or the Contractor agrees that the data may be released.

2.33.3 Nothing in this section shall prevent GCBH from filing its own lawsuit or joining any other lawsuit in an attempt to prevent disclosure of the data, or to obtain a declaration regarding the potential disclosure of the data, provided that GCBH will promptly notify the Contractor of the filing of any such lawsuit.

2.34 Ownership Rights

GCBH recognizes that nothing in this Contract shall give GCBH ownership rights to the systems developed or acquired by the Contractor during the performance of this Contract. The Contractor recognizes that nothing in this Contract shall give the Contractor ownership rights to the systems developed or acquired by GCBH during the performance of this Contract.

2.35 Contractor Ethics and Conflict of Interest Safeguards

2.35.1 The Contractor certifies that the Contractor is now, and shall remain, in compliance with chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

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

2.36 Reservation of Rights and Remedies

A material default or breach in this Contract will cause irreparable injury to GCBH and/or Network Provider. In the event of any claim for default or breach of this Contract, no provision in this Contract shall be construed, expressly or by implication, as a waiver by the State of Washington to any existing or future right or remedy available by law. Failure of the State of Washington to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the State of Washington to insist upon the strict performance of this Contract. In addition to any other remedies that may be available for default or breach of this Contract, in equity or otherwise, GCBH may seek injunctive relief against any threatened or actual breach of this Contract without the necessity of proving actual damages. GCBH reserves the right to recover any or all administrative costs incurred in the performance of this Contract during or as a result of any threatened or actual breach.

2.37 Termination for Default

2.37.1 Termination by Contractor. The Contractor may terminate this Contract whenever GCBH defaults in performance of the Contract and fails to cure the default within a period of ninety (90) calendar days (or such longer period as the Contractor may allow) after proper receipt from the Contractor of a written notice specifying the full nature of the default. For purposes of this section, "default" means failure of GCBH to meet one or more material obligations of this Contract: If I is determined that GCBH was no in default, GCBH may claim damages for wrongful termination through the dispute resolution provisions of this Contract or by a court of competent jurisdiction.

2.37.2 Termination by GCBH. GCBH may terminate this Contract whenever GCBH determines the Contractor has defaulted in performance of the Contract and has failed to cure the default within a reasonable period of time as set by GCBH, based on the nature of the default and how such default impacts possible Individuals. For purposes of this section, "default" means failure of Contractor to meet one or more material obligations of this Contract; this may minimally include the following:

2.37.2.1 The Contractor did not fully and accurately make any disclosure as required by the GCBH.

2.37.2.2 The Contractor failed to timely submit accurate information as required by the GCBH.

2.37.2.3 One of the Contractor's owners failed to timely submit accurate information as required by the GCBH.

2.37.2.4 The Contractor's 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 Contractor, failed to timely submit accurate information as required by the GCBH.

2.37.2.5 One of the Contractor's owners/administrators did not cooperate with any screening methods as required by the GCBH.

2.37.2.6 One of the Contractor's owners has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten years.

2.37.2.7 The Contractor has been terminated under title XVIII of the Social Security Act, or under any states' Medicaid or CHIP program.

2.37.2.8 One of the Contractor's owners fails to submit sets of fingerprints in a form and manner to be determined by GCBH within thirty (30) days of a GCBH request.

2.37.2.9 The Contractor failed to permit access to one of the Contractor's locations for site visits.

2.37.2.10 The Contractor has falsified any information provided on its application.

2.38 Termination for Convenience

Notwithstanding any other provision of this Contract, GCBH or Contractor may, by giving thirty (30) calendar days' written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part when it is in the best interest of either party, as determined by either parties Boards. If this Contract is so terminated, GCBH shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

2.39 Terminations Procedures:

2.39.1 Either party to the Contract shall give the other party to the Contract written notice, as described in the Notices section of the General Terms and Conditions of this Contract, of its intent to terminate this Contract and the reason for termination.

2.39.2 If either party disagrees with the other party's decision to terminate this Contract, that party will have the right to a dispute resolution as described in the Disputes section of this Contract.

2.40 Termination Due to Funding

In the event funding from any state, federal, or other source is withdrawn, reduced, or limited in any way after the date this Contract is signed and prior to the termination date, GCBH may, in whole or in part, suspend or terminate this Contract upon the effective date of withdrawn or reduced funding, whichever occurs earlier. The Contractor is entitled to terminate the agreement as of the effective date. The contract may be renegotiated under the new/revised funding conditions. If this Contract is so terminated or suspended, GCBH shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date.

2.41 Transition Obligations

In the event this Contract is terminated, the Contractor shall provide GCBH, within ninety (90) calendar days, all available information reasonably necessary for the reimbursement of any outstanding claims or bills for Contracted Services to Individuals. Information and reimbursement of such claims is subject to the provisions of the Payment and Sanctions section of this Contract.

2.42 Administrative Simplification

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

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

2.42.1.1 Current Procedural Terminology (CPT).

2.42.1.2 International Classification of Diseases (ICD).

2.42.1.3 Healthcare Common Procedure Coding System (HCPCS).

2.42.1.4 The Diagnostic and Statistical Manual of Mental Disorders.

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

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

2.42.1.7 Integrated Co-Occurring Disorder Screening Tool

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

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

2.42.2 The Contractor must follow National Correct Coding Initiative (NCCI) policies to control improper coding, unless otherwise directed by GCBH. Any Contractor requested exceptions to NCCI policies must be approved by GCBH. The Contractor must incorporate compatible NCCI methodologies in its payment systems for processing claims. The NCCI editing should occur in addition to current procedure code review and editing by the Contractor's claims payment systems.

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

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

3 MATERIALS AND INFORMATION REQUIREMENTS

3.1 Media Materials and Publications

3.1.1 Publications developed with GCBH funds for direct Individual Communications, regarding crisis services, shall be submitted to the GCBH for review when requested.

3.1.2 Materials for Crisis Services

3.1.3 The GCBH in collaboration with the Contractor shall develop and implement a plan that educates and informs community stakeholders to include: residents of the RSA, Health Care Providers, First Responders, the criminal justice community, educational systems, Tribes and faith-based organizations

3.1.4 The GCBH ASO in collaboration with each Crisis Provider shall create the plan for their region of the RSA that is due by February 1 to the GCBH Contract Manager and shall:

3.1.4.1 Address new distribution strategies for the upcoming year to target the following Individuals: those whose primary language is not English, those who reside in rural areas, Individuals with SMI, persons with SUD, and otherwise underserved populations in the Contractor's RSA who may not have adequate exposure to advertising/marketing mediums; and

3.1.4.2 Publicize the regional crisis system services and facilitate awareness of the existence of the Behavioral Health Crisis Services for all stakeholders.

3.2 Equal Access for Individuals with Communication Barriers

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

3.2.1 Oral Information:

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

3.2.1.1.1 Customer service;

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

3.2.1.1.3 All steps necessary to file Grievances and Appeals.

3.2.2 Written Information:

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

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

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

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

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

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

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

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

materials.

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

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

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

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

3.2.8 Interpreter services for Individuals in crisis over-the-telephone

3.2.8.1 GCBH is not responsible for any unpaid service claims made by the interpreter or the Interpreter Agency.

4 SERVICE AREA AND INDIVIDUAL ELIGIBILITY

4.1 Service Areas

The Contractor's policies and procedures related to eligibility shall ensure compliance with the requirements described in this section The GCBH's RSAs are described in Exhibit S, Service Area Matrix.

4.2 Service Area Changes

4.2.1 The Contractor must offer services to all Individuals within their service location boundaries of the RSA as described in Exhibit U covered by this Contract.

4.2.2 If the U.S. Postal Service alters the zip code numbers or zip code boundaries within the Contractor's RSA, GCBH shall alter the service area zip code numbers or the boundaries of the service areas with input from the GCBH.

4.2.3 GCBH/HCA shall determine, in its sole judgment, which zip codes fall within each service area.

4.2.4 GCBH will use the Individual's residential zip code to determine whether an Individual resides within a service area.

4.3 Eligibility

4.3.1 All Individuals in the GCBH's RSA regardless of insurance status, ability to pay, county of residence, or level of income are eligible to receive Medically Necessary Behavioral Health Crisis Services, and services related to the administration of the ITA and Involuntary Commitment Act (Chapters 71.05 and 71.34 RCW).

4.3.2 The Contractor shall follow GCBH policy and procedures on the use of funds for the provision of non-crisis behavioral health services including crisis stabilization and voluntary Behavioral Health admissions for Individuals in the Contractor's RSA who are not eligible for Medicaid and meet the medical necessity and financial eligibility criteria described herein.

4.3.3 To be eligible for any GFS non-crisis Behavioral Health service under this Contract, an Individual must meet the financial eligibility criteria and the clinical or program eligibility criteria for the GFS service:

4.3.3.1 Individuals who do not qualify for Medicaid and have income up to 220 percent of the federal poverty level meet the financial eligibility for all of the GFS services.

4.3.3.2 For services in which medical necessity criteria applies, all services must be Medically Necessary.

4.3.3.3 As defined in this Contract, certain populations have priority to receive services.

4.3.4 The Contractor shall ensure that FBG funds are used only for services to Individuals who are not enrolled in Medicaid, or for services that are not covered by Medicaid, as outlined in the MHBG Exhibit N, SABG Exhibit V and Federal Block Grants (FBG).

4.3.5 Meeting the eligibility requirements under this Contract does not guarantee the Individual will receive a non-crisis behavioral health service. Services other than Behavioral Health Crisis Services and ITA-related services are contingent upon Available Resources as managed by the Contractor.

4.3.6 The Contractor shall follow GCBH policy and procedure to develop protocols to determine eligibility for non-crisis Behavioral Health services and submit to GCBH for review and approval. At a minimum, protocols shall address data collection, income verification, frequency of financial eligibility review, and identification of priority populations.

4.3.6.1 The Contractor shall develop eligibility data collection protocols for providers to follow to ensure that the Provider checks the Individual's Medicaid eligibility prior to providing a service and captures sufficient demographic, financial, and other information to support eligibility decisions and reporting requirements.

4.3.6.2 The Contractor shall collaborate with GCBH to participate in developing protocols for Individuals with frequent eligibility changes. The protocols will address, at a minimum, coordination with the AH-IMC MCOs, Tribes, GCBH/HCA Regional Tribal Liaisons, and referrals, reconciliations, and potential transfer of GFS/FBG funds to promote Continuity of Care for the Individual. Any reconciliation will occur at a frequency determined by GCBH/HCA, but no less than semiannually, with potential for up to monthly reconciliations in the last quarter of the allocation year.

5 PAYMENT AND SANCTIONS

5.1 Funding

5.1.1 The funds under this Contract are dependent upon GCBH's receipt of continued state and federal funding, as set forth in Exhibit K. If GCBH does not receive continued state and federal funding, GCBH may terminate this Contract in accordance with this Contract's General Terms and Conditions.

5.1.2 The ASO ensures that the Charitable Choice Requirements of 42 C.F.R. Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with SUD providers for funding.

5.1.3 If the ASO contracts with FBOs, the ASO shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:

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

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

5.1.3.3 The FBO shall report to the ASO all referrals made to alternative providers.

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

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

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

5.1.3.7 No funds may be expended for religious activities.

5.1.4 The Contractor shall submit audited financial reports specific to this contract on an annual basi The audit must be conducted in accordance with generally accepted accounting principles an generally accepted auditing standards.

5.1.4.1 Any GCBH contracted Contractor, within the GCBH Contracted Network Provide System, must have an independent annual financial audit completed within 27 days of the Contractor's fiscal year end. This audit must be performed by eithe the Washington State Auditor's Office or an independent accounting firm license to perform such audits. A copy of the completed audit report and managemer letter must be submitted to GCBH within thirty (30) days of the reports issuanc

5.1.4.2 Failure of the Contractor to comply with the above requirements may result i corrective action, the withholding of payment and/or termination in accordanc with the terms of this Agreement.

5.1.4.3 Submit to GCBH 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

5.1.4.4 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," reporting the status of all audit findings included in the prior audit schedule of findings and questioned costs.

5.2 Non-Compliance

5.2.1 Failure to Maintain Reporting Requirements

In the event the Contractor fails to maintain its reporting obligations under this Contract, GCBH reserves the right to withhold reimbursements to the Contractor until the obligations are met, once obligations are met reimbursements will be released in full during the next scheduled GCBH Accounts Payable run. Any issues with failure to meet contractual requirements would be taken to the GCBH Compliance Committee for further action, Executive Board approval would be needed prior to implementation of the GCBH Compliance Committee's recommendation. In the event that action is required, a maximum of 5% could be implemented, if that is the recommendation by the Compliance Committee to the Executive Committee Board.

5.2.2 Recovery of Costs Claimed in Error

If GCBH reimburses the Contractor for expenditures under this Contract which GCBH later finds were claimed in error or were not allowable costs under the terms of the Contract, GCBH shall recover those costs and the Contractor shall fully cooperate with the recovery.

5.2.3 Stop Placement:

GCBH, DOH or HCA may stop the placement of an Individual in a treatment Facility immediately upon finding that the Contractor or a Subcontractor is not in substantial compliance, with provisions of this Contract or any WAC related to SUD treatment as determined by DOH. The treatment Facility will be notified of this decision in writing.

5.2.4 Additional Remuneration Prohibited

The Contractor and its Subcontractors shall not charge or accept additional fees from any Individual, relative, or any other person, for FBG services provided under this Contract other than those specifically authorized by GCBH. In the event the Contractor charges or accepts prohibited fees, GCBH shall have the right to assert a claim against the Contractor or Subcontractors on behalf of the Individual, per Chapter 74.09 RCW. Any violation of this provision shall be deemed a material breach of this Contract.

5.3 Overpayments or Underpayments

5.3.1 If, at GCBH's sole discretion, GCBH determines as a result of data errors or inadequacies, policy changes beyond the control of the Contractor, or other causes, there are material errors or omissions in the allocation of GFS/FBG funds, GCBH may make prospective and/or retrospective modifications to the funding allocations. If the Contractor wishes to appeal this decision, they may do so in writing within 30 days of notification of funding changes due to reasons stated in the Section. In the event an appeal is requested, funding will be modified and the adjusted net amount will be held in suspense until final outcome of appeal. In the event that interest is earned on the withheld funding, or overpayment, then any interest earned on that funding would be paid. Appeals will start with the Director and Compliance Board; final decision will be the Executive Board.

5.4 Sanctions

If the Contractor fails to meet one or more of its obligation under the terms of this Contract or other applicable law, GCBH may:

5.4.1 Initiate remedial action if it is determined that any of the following situations exist:

5.4.1.1 The Contractor has failed to perform any of the Contracted Services.

5.4.1.2 The Contractor has failed to develop, produce, and/or deliver to GCBH any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described in this Contract.

5.4.1.3 The Contractor has failed to perform any Administrative Function required under this Contract.

5.4.1.4 The Contractor has failed to implement corrective action required by the State and within GCBH prescribed timeframes.

5.4.2 Impose any of the following remedial actions:

5.4.2.1 Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to GCBH within thirty (30) calendar days of notification. GCBH may accept the plan, require modifications or reject the plan. Corrective action plans may require modification of any policies or procedures by the Contractor relating to the fulfillment of its obligations pursuant to this Contract. GCBH may extend or reduce the time allowed for corrective action depending upon the nature of the situation. Corrective action plans shall include:

5.4.2.1.1 A brief description of the situation requiring corrective action.

5.4.2.1.2 The specific actions to be taken to remedy the situation.

5.4.2.1.3 A timetable for completion of the action(s).

5.4.2.1.4 Identification of Individuals responsible for implementation of the plan.

5.4.2.2 Withhold up to 5 percent of the next payment and each payment thereafter if the Contractor fails to submit, gain GCBH approval of or implement the requested corrective action plan within agreed upon timeframes. The amount of withhold will be based on the severity of the situation as detailed in this section. GCBH, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved during the next scheduled GCBH Account Payable run.

5.4.2.3 Increase withholdings identified in this section by up to an additional 3 percent for each successive month during which the corrective action plan has not been submitted or implemented.

5.4.3 Deny any incentive payment to which the Contractor might otherwise have been entitled under this Contract.

5.4.4 Terminate for Default as described in the General Terms and Conditions.

6 ACCESS TO CARE AND PROVIDER NETWORK

6.1 Priority Population Considerations

6.1.1 The Contractor shall:

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

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

6.2 Hours of Operation for Network Providers

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

6.3 Customer Service

The Contractor shall have a customer service line, with a single toll-free number for Individuals to call regarding services, at its expense, which shall be a separate and distinct number from the GCBH's regional crisis toll free telephone number(s). The Contractor shall provide adequate staff to provide customer service representation at a minimum from 8:00 a.m. to 5:00 p.m. Pacific Time, or alternative hours as agreed to by GBCH, Monday through Friday, year round and shall provide customer service on all dates recognized as work days.

6.3.1 The Contractor must notify GCBH five (5) Business Days in advance of any non-scheduled closure during scheduled Business Days, except in the case when advance notification is not possible due to emergency conditions.

6.3.2 The Contractor shall staff its Customer Services Line with a sufficient number of trained customer service representatives to answer the phones. Staff shall be able to access information regarding eligibility requirements and benefits; GFS/FBG services; refer for behavioral health services; and resolve Grievances and triage Appeals.

6.3.3 The Contractor shall develop and maintain customer service policies and procedures that address the following:

6.3.3.1 Information on Contracted Services including where and how to access them;

6.3.3.2 Requirements for responding promptly to family members and supporting links to other service systems such as Medicaid services administered by the AH-IMC MCO, First Responders, criminal justice system, Tribal governments, IHCPS and social services.

6.3.4 The Contractor shall staff its customer service lines and provide Individuals in crisis with access to qualified clinicians without placing the Individual on hold. The clinician shall assess the crisis and warm transfer the call to the regional crisis call center, a DCR, call 911, refer the Individual for services or to his or her provider, or resolve the crisis.

6.3.5 The Contractor shall train customer service representatives on GFS/FBG policies and procedures.

6.4 Priority Populations and Waiting Lists

6.4.1 The Contractor shall comply with the following requirements for SABG Services, in Exhibit V:

6.5 Access to SABG Services

6.5.1 The Contractor shall, within Available Resources, ensure that SABG services are not denied to any eligible Individuals as stated, in Exhibit V:

7 QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

7.1 Quality Management Program

7.1.1 The Contractor shall ensure its Quality Management (QM) program addresses the following elements:

7.1.1.1 GFS/FBG requirements according to this Contract and meets Crisis Services Performance Measures, described in this Contract, applicable exhibits and the Federal Block Grant Annual Progress Report template. It shall be the obligation of the Contractor to remain current with all GFS/FBG requirements;

7.1.1.2 Goals and interventions to improve the quality of care received;

7.1.1.3 Service to culturally and linguistically diverse Individuals;

7.1.1.4 Inclusion of Individual voice and experiences.;

7.1.1.5 Involvement of Contractor's Behavioral Health Medical Director in the QM program.

7.1.2 The Contractor shall participate in GCBH BH-ASO Committees and attend meetings when feasible as a stakeholder of the ASO. Meetings are scheduled for once a quarter or as needed. Exhibit B.

7.1.3 The Contractor shall also have a Child or Adolescent Psychiatrist available for consultation related to the treatment of behavioral health conditions in children and youth.

7.2 Quality Review Activities

7.2.1 The Contractor shall submit to annual compliance monitoring reviews by GCBH. The monitoring review process and examination shall be implemented and conducted by GCBH or its agent using standards established by HCA. Results are used to identify and correct problems and to improve care and services to Individuals served by this Contract.

7.2.2 If the Contractor has had an accreditation review or visit by the National Committee for Quality Assurance (NCQA) or another accrediting body, the Contractor shall provide the complete report from that organization concerning the line of business applicable this contract to GCBH. If permitted by the accrediting body, the Contractor shall allow a state representative to accompany any accreditation review team during the site visit to the site applicable to this Contract in an official observer status. The state representative shall be allowed to share information with the GCBH compliance monitoring review as needed to reduce duplicated work for both the Contractor and the state.

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

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

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

7.2.3.3 Audits and inspections of financial records.

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

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

7.2.4.2 The completion of site visit protocols provided by GCBH.

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

7.2.5 The Contractor shall notify GCBH within five 5 business days when any entity other than the State Auditor or Annual Fiscal Audit Agency performs an audit related to any activity contained in this Contract.

7.3 Performance-Measurement and Crisis System Reporting

7.3.1 GCBH Defined Reporting and Data Submission Methods for Performance Measurement: The Contractor shall comply with the reporting and data submissions requirements as directed by GCBH. Should GCBH adopt a subsequent set of requirements during the course of this Contract, GCBH shall update the performance requirements. Send notification to the contractor within 15 days of GCBH required changes, contractor implementation no later than 90 days when feasible.

7.3.2 For each Network Provider Service location within the GCBH RSA as listed in Exhibit S and U, the Contractor shall provide all relevant crisis response system and service reports as directed by GCBH. The reports shall include at a minimum, the information included in Exhibit E.

7.4 Critical Incident Reporting

The GCBH shall establish a Critical Incident Management System consistent with all applicable laws and shall include policies and procedures for identification of incidents, reporting protocols and oversight responsibilities to be followed by the Contractor. The contractor shall increase intervention for an Individual when incident behavior escalates in severity or frequency.

7.4.1 The Contractor shall communicate with the appropriate MCO and/or GCBH when the Contractor becomes aware of an incident for a Medicaid Individual.

7.4.2 Individual Critical Incident Reporting

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

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

7.4.2.1.1.1 Abuse, neglect, or sexual/financial exploitation perpetrated by staff;

7.4.2.1.1.2 Physical or sexual assault perpetrated by another client; and

7.4.2.1.1.3 Death.

7.4.2.1.2 By an Individual receiving BH-ASO funded services, with a behavioral health diagnosis, or history of behavioral health treatment services within the previous 365 days as documented in the Provider's Electronic Health Record System. Acts allegedly committed, to include:

7.4.2.1.2.1 Homicide or attempted homicide;

7.4.2.1.2.2 Arson;

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

7.4.2.1.2.4 Kidnapping; and

7.4.2.1.2.5 Sexual assault.

7.4.2.1.3 Unauthorized leave from a behavioral health facility during an involuntary detention.

7.4.2.1.4 Any event involving an Individual that has attracted or is likely to attract significant media coverage for items listed in 6.4.2.1.2. (Contractor shall include the link to the source of the media, as available).

7.4.2.2 The Contractor shall report Critical Incidents using the GCBH Incident Reporting System within one (1) business day of becoming aware of the incident and shall report incidents.

7.4.2.2.1 A summary of any debriefings;

7.4.2.2.2 Whether in the Individual is in custody (jail), in the hospital or in the community;

7.4.2.2.3 Whether the Individual is receiving services and include the types of services provided

7.4.2.2.4 If the Individual cannot be located, the steps the Contractor has taken to locate the Individual using available, local resources; and

7.4.2.2.5 In the case of the death of an Individual, verification from official sources that includes the date, name and title of the sources. When official verification cannot be made, the Contractor shall document all attempts to retrieve it.

7.4.2.2.6 Reporting this information to HCA/GCBH does not discharge the Contractor from completing mandatory reporting requirements, such as notifying the DOH, law enforcement, Residential Care Services, and other protective services.

7.5 Health Information Systems

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

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

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

7.5.2 Ensure data received from Providers is accurate and complete by:

7.5.2.1 Verifying the accuracy and timeliness of reported data;

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

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

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

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

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

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

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

7.5.6.1.1 Hours of operations;

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

7.5.6.1.3 Telecommunications device for the deaf/text telephone numbers;

7.5.6.1.4 Information on the right to choose a qualified behavioral health service provider, including IHCPs, when available and Medically Necessary; and

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

7.6 Required Reporting for Behavioral Health Supplemental Data

7.6.1 The Contractor is responsible for submitting and maintaining accurate, timely, and complete behavioral health supplemental data. The Contractor shall comply with the following:

7.6.1.1 Designate a person dedicated to work collaboratively with GCBH on quality control and review of behavioral health supplemental data submitted to GCBH.

7.6.1.2 Reporting includes specific transactional data documenting behavioral health services collected by the Contractor and delivered to Individuals during a specified reporting period.

7.6.1.3 Submit to GCBH's BHDS (Raintree) complete, accurate, and timely supplemental data for behavioral health services for which the Contractor has collected for all Individuals, whether directly or through subcontracts or other arrangements.

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

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

7.7 Resources for Reporting Behavioral Health Supplemental Data

7.7.1 The Contractor must comply with behavioral health supplemental data reporting requirements, including the requirements outlined in SERI and the Behavioral Health Data Guide (BHDG). The BHDG describes the content of the supplemental data for each transaction, requirements for frequency of reporting, required data fields, valid values for data fields, and timeliness reporting guidelines.

7.7.1.1 The Contractor must implement changes within 120 calendar days from the date of notification by GCBH/HCA, changes will be documented in an updated version of the BHDG if applicable.

7.7.1.2 In the event that shorter timelines for implementation of changes under this Section are required or necessitated by either a court order or agreement resulting from a lawsuit or legislative action, GCBH will

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

7.7.1.3 The Contractor shall, upon receipt of updates to the BHDG from GCBH/HCA, provide notice of changes or updates to subcontractors.

7.7.2 The Contractor shall request technical assistance from GCBH as needed. GCBH will respond within three Business Days of a request for technical assistance by the Contractor submitted to GCBH using contact information as outlined by GCBH.

7.8 Submission of Behavioral Health Supplemental Data

7.8.1 The Contractor must submit behavioral health supplemental data about Individuals to the BHDS (Raintree) within thirty (30) calendar days. Submissions must be in compliance with current submission guidelines as published by GCBH. The Contractor shall submit supplemental data using the correct program and submitter identifiers as assigned by GCBH.

7.8.1.1 Supplemental data includes all specific transactions as outlined in the BHDG.

7.8.2 All reporting must be done via a flat file in the format and with acceptable data values as outlined in the BHDG.

7.8.3 The transactions identified and defined in the BHDG as DCR Investigation and ITA Hearing must be submitted by the Contractor within 24 hours of the event (excluding weekends and holidays) in accordance with RCW 71.05.740.

7.8.3.1 The Contractor is responsible for making any needed corrections to this data within five (5) Business Days from the date of notification of the error(s) by GCBH.

7.8.4 The Contractor must certify the accuracy and completeness of all supplemental data concurrently with each file submission. The certification must affirm that:

7.8.4.1 The Contractor has reported all collected supplemental data to GCBH for the month being reported; and

7.8.4.2 The Contractor has reviewed the supplemental data for the month of submission; and

7.8.4.3 The Contractor's Chief Executive Officer, Chief Financial Officer, or an individual who has delegated authority to sign for, and who reports directly to, the Contractor's Chief Executive Officer or Chief Financial Officer must attest that based on best knowledge, information, and belief as of the date indicated, all information submitted to GCBH in the submission is accurate, complete, truthful, and they hereby certify that no material fact has been omitted from the certification and submission.

7.8.4.3.1 The Contractor shall submit this certification using the Daily Batch File Submission of Behavioral Health Supplemental Data template available at https://www.gcbhllc.org/gcbh-publications.html:. Submit the certification to isnotifications@gcbh.org whenever supplemental data files are sent to the BHDS (Raintree).

7.8.4.4 The Contractor shall submit a signed Monthly Certification of the Behavioral Health Supplemental Data Batch Submissions to isnotifications@gcbh.org. Report template available at: https://www.gcbhllc.org/gcbh-publications.html. This certification must include a list of all submitted supplemental data batch files and is due within five (5) Business Days from the end of each month. The purpose of this certification is to affirm that, based on the best information, knowledge, and belief, the data, documentation, and information submitted is accurate, complete, and truthful in accordance with 42 C.F.R. § 438.606 and this Contract.

7.9 Data Quality Standards and Error Correction for Behavioral Health Supplemental Data

7.9.1 The submitted supplemental data shall adhere to the following data quality standards:

7.9.1.1 The data quality standards listed within this Contract and incorporated by reference into this Contract. The Contractor shall make changes or corrections to any systems, processes, or data transmission formats as needed to comply with GCBH's data quality standards as defined and subsequently amended.

7.9.1.2 Submitted supplemental data shall include all transactions and shall have all fields required and outlined in the BHDS (Raintree) Supplemental Transaction Data Guide (BHDG) to support accurate data reporting and accurate matching with encounter data records submitted to the GCBH system.

7.9.1.3 Submitted supplemental data must pass all BHDS (Raintree) edits with a disposition of accept as listed in the BHDG, GCBH Data Dictionary, or as sent out in communications from GCBH to the Contractor; and

7.9.1.4 Submitted supplemental data must not contain transactions that are a duplicate of a previously submitted transaction unless submitted as a change or delete record to the existing record.

7.9.2 Upon receipt of data submitted, the BHDS (Raintree) generates error reports.

7.9.3 The Contractor must review each error report to assure that data submitted and rejected due to errors are corrected and resubmitted within sixty (60)calendar days from the date of rejection, except as outlined in the prior section for errors related to the DCR Investigation and ITA Hearing transactions.

7.9.4 GCBH shall perform supplemental transaction data quality reviews to ensure receipt of complete and accurate supplemental data for program administration and for matching supplemental transactions in the BHDS (Raintree) to encounters within the ProviderOne system.

7.9.4.1 Data quality shall be measured for each individual transaction as outlined in the BHDG. Error ratios that exceed 1 percent for each separate transaction may result in corrective actions up to and including sanctions.

7.9.4.2 Errors corrected as a result of error report review by the Contractor or as a result of a GCBH data quality review must be submitted within sixty (60) calendar days from notification by GCBH.

7.9.4.3 The ASO shall, upon receipt of a data quality notice from HCA, inform subcontractors about any changes needed to ensure correct reporting of services.

7.9.4.4 If the Contractor requires more than sixty (60) calendar days to make corrections and resubmit identified supplemental transactions, then written notice must be submitted by the Contractor to GCBH including reason for delay and date of completion. The Contractor shall notify GCBH using the established address for electronic communications, and GCBH will provide a final decision to the request in writing.

7.10 Encounter Data

The Contractor shall submit and maintain accurate, timely and complete data. The Contractor shall comply with the following:

7.10.1 Designate a person dedicated to work collaboratively with GCBH on quality control and review of encounter data submitted to GCBH.

7.10.2 Submit to GCBH complete, accurate, and timely data for all services for which the Contractor has incurred any financial liability, whether directly or through subcontracts or other arrangements in compliance with current encounter submission guidelines as published by HCA. The Contractor shall submit encounter data using assigned program identifiers. The data shall adhere to the following data quality standards:

7.10.2.1 Submitted encounters and encounter records shall have all fields required and found on standard healthcare claim billing forms or in electronic healthcare claim formats to support proper adjudication of an encounter. The Contractor shall submit to GCBH, without alteration, omission, or splitting, all available claim data in its entirety from the provider's original claim submission to the Contractor;

7.10.2.2 Submitted encounters and encounter records must pass all GCBH/HCA ProviderOne system edits with a disposition of accept as listed in the Encounter Data Reporting Guide or sent out in communications from

GCBH to the Contractor; and

7.10.2.3 Submitted encounters or encounter records must not be a duplicate of a previously submitted and accepted encounter or encounter record unless submitted as an adjustment or void per HIPAA Transaction Standards.

7.10.2.4 The data quality standards listed within this Contract and incorporated by reference into this Contract. The Contractor shall make changes or corrections to any systems, processes or data transmission formats as needed to comply with GCBH/HCA's data quality standards as defined and subsequently amended.

7.10.3 GCBH shall perform encounter data quality reviews to ensure receipt of complete and accurate encounter data for program administration and rate setting.

7.10.4 The Contractor must certify the accuracy and completeness of all data concurrently with each file upload. The certification must affirm that:

7.10.4.1 The Contractor has reported to GCBH for the month of (indicate month and year) all paid claims for all claim types; and

7.10.4.2 The Contractor has reviewed the claims data for the month of submission;

7.10.4.3 The Contractor's Chief Executive Officer, Chief Financial Officer, or an individual who has delegated authority to sign for, and who reports directly to, the Contractor's Chief Executive Officer or Chief Financial Officer is the individual certifying the submission.

7.10.4.3.1 The individual certifying must attest that based on the best knowledge, information, and belief as of the date indicated, all information submitted to GCBH in the submission is accurate, complete, truthful, and no material fact has been omitted from the submission.

7.10.4.3.2 The certification must indicate if the Chief Executive Officer or Chief Financial Officer is ultimately responsible for the encounter data submission.

7.10.5 GCBH collects the data and provides to HCA to use the data for many reasons such as: Audits, investigations, identifications of improper payments and other program integrity activities, federal reporting, rate setting and risk adjustment, service verification, quality improvement program, utilization patterns and access to care; HCA hospital rate setting; pharmacy rebates, and research studies.

7.10.6 Additional detail can be found in the Encounter Data Reporting Guide and SERI Guide published by HCA and incorporated by reference into this Contract.

7.10.6.1 HCA may change the Encounter Data Reporting Guide and SERI Guide with ninety (90) calendar days' written notice to the Contractor.

7.10.6.2 The Encounter Data Reporting Guide and SERI Guide may be changed with less than ninety (90) calendar days' notice by mutual agreement of the GCBH and HCA.

7.10.6.3 GCBH shall upon receipt of such notice from HCA, provide notice of changes to subcontractors.

7.10.7 The Contractor shall submit encounter data to GCBH timely.

7.10.7.1 The Contractor must submit encounter data about Individuals to the BHDS (Raintree) within thirty (30) calendar days. Submissions must be in compliance with current submission guidelines as published by GCBH and HCA.

7.10.7.2 The Contractor must review each error report in the BHDS (Raintree) to assure that data submitted and rejected due to errors are corrected and resubmitted within thirty (30) calendar days from the date of rejection.

7.10.7.3 The Contractor shall ensure that final reporting of encounters for services provided under this Contract shall occur no more than ninety (90) calendar days after the end of each fiscal year of this Contract.

7.11 Technical Assistance

The Contractor may request technical assistance for any matter pertaining to this Contract by contacting GCBH Finance Director and Clinical and/or IT point person or designee, acknowledgement of request will be within three (3) business days of request.

8 POLICIES AND PROCEDURES

8.1 Policies and Procedures Requirements

8.1.1 The Contractor shall develop, implement, maintain, comply with and monitor compliance with written policies and procedures related to all requirements of this Contract and GCBH.

8.1.2 The Contractor shall submit policies and procedures to the GCBH for review upon request by GCBH and any time there is a new policy and procedure or there is a substantive change to an existing policy and procedure.

8.1.3 The Contractor's policies and procedures shall:

8.1.3.1 Direct and guide the Contractor's employees, Subcontractors, and any non-contracted providers' compliance with all applicable federal, state, and contractual requirements.

8.1.3.2 Comply with GBCH protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the GCBH RSA.

8.1.3.3 Fully articulate the requirements.

8.1.3.4 Have an effective training plan related to the requirements and maintain records of the number of staff participating in training, including evidence of assessment of participant knowledge and satisfaction with the training.

8.1.3.5 Include monitoring of compliance, prompt response to detected non-compliance, and effective corrective action.

9 INDIVIDUAL RIGHTS AND PROTECTIONS

9.1 General Requirements

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

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

9.1.2.1 Information regarding the Individual's behavioral health status.

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

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

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

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

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

9.1.2.7 To request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. Part 164.

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

9.1.3 The Contractor shall require a criminal history background check through the Washington State Patrol for employees and volunteers of the Contractor who may have unsupervised access to children, people with developmental disabilities or vulnerable adults, in accordance with Chapter 388-06 WAC.

9.2 Behavioral Health Advocates

9.2.1 The Contractor shall provide and post information about the regional Behavioral Health Advocate system:

9.3 Cultural and Linguistically Appropriate Services (CLAS)

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

9.3.2 At a minimum, the Contractor shall:

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

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

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

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

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

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

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

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

9.4 Mental Health Advance Directive (MHAD)

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

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

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

9.4.4 The Contractor shall inform Individuals that complaints concerning noncompliance with a MHAD should be referred to the DOH.

9.5 Individual Choice of Behavioral Health Provider

9.5.1 An Individual may maintain existing behavioral health provider relationships when funding is available and when the Contracted Services are Medically Necessary. Individuals are not guaranteed a choice of Behavioral Health providers for Contracted Services. Individual Charges for Contracted Services.

9.6 Individual Charges for Contracted Services

9.6.1 Under no circumstances shall the Contractor deny the provision of Crisis Services,

ITA services, or SUD involuntary commitment services, to an Individual due to the Individual's ability to pay or type of health care coverage, including the FFS Medicaid Program.

9.6.2 Providers shall develop and implement a sliding fee schedule for Individuals that takes into consideration an Individual's circumstances and ability to pay. Providers that offer a fee schedule must comply with the requirements in Exhibit T.

9.7 Individual Self-Determination

The Contractor shall ensure that:

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

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

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

10 UTILIZATION MANAGEMENT (UM) PROGRAM AND AUTHORIZATION OF SERVICES

10.1 Utilization Management Requirements (Network Providers – See GCBH-ASO Supplemental Guide for additional clarification on this section at gcbhllc.org.)

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

10.1.1.1 Processes for evaluation and referral to services.

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

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

10.1.1.4 Monitor for over-utilization and under-utilization of services, including Crisis Services.

10.1.1.5 Ensure that resource management and UM activities are not structured in such a way as to provide incentives for any Individual or entity to deny, limit, or discontinue Medically Necessary behavioral health services.

10.2 Medical Necessity Determination

The Contractor shall collect all information necessary to make Medical Necessity determinations. The Contractor shall determine which contractual services are medically necessary according to the definition of Medically Necessary services in this Contract or in the GCBH policy and procedures. GCBH's determination of medical necessity shall be final, except as specifically provided in Section 12 of this Contract.

11 PROGRAM INTEGRITY

11.1 General Requirements

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

11.2 Information on Persons Convicted of Crimes

11.2.1 The Contractor must include in its written agreements that they will investigate and disclose to GCBH immediately upon becoming aware of any person in their employment who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act since the inception of those programs.

11.3 Fraud, Waste and Abuse

11.3.1 The Contractor's Fraud, Waste and Abuse program shall have:

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

11.3.1.2 Administrative procedures to detect and prevent fraud, waste and abuse, and a mandatory compliance plan.

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

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

11.3.1.5 Training for all affected parties. Annual attestation for staff training is required and must be submitted to GCBH by Jan 31st.

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

11.3.1.7 Enforcement of standards through well-publicized disciplinary policies.

11.3.1.8 Provision for internal monitoring and auditing of the Contractor.

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

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

11.4 Referring of Allegations of Potential Fraud and Invoking Provider Payment Suspensions

GCBH has established policies and procedures when identified allegations of potential fraud to HCA, as well as for the provider payment suspensions. When GCBH notifies the Contractor that a credible Allegation of Fraud exists, GCBH shall follow the provisions for payment suspension contained in this Section.

11.4.1 When GCBH has concluded that an allegation of potential Fraud exists, GCBH shall make a Fraud referral to HCA within five (5) Business Days of the determination.

11.4.2 When HCA determines GCBH's referral of potential Fraud is a credible Allegation of fraud, HCA shall notify GCBH compliance officers.

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

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

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

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

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

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

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

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

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

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

11.4.5.1 GCBH is notified by HCA or appropriate law enforcement agency that there is insufficient evidence of Fraud by the provider; or

11.4.5.2 GCBH is notified by HCA or appropriate law enforcement agency that the legal proceedings related to the provider's alleged Fraud are completed.

11.4.6 GCBH must document in writing the termination of a payment suspension and issue a notice of the termination to the provider. A copy must be sent to HCA at ProgramIntegrity@hca.wa.gov.

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

11.4.7.1 A law enforcement agency has specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.

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

11.4.7.3 GCBH/HCA determines, based upon the submission of written evidence by the Contractor, Individual or entity that is the subject of the payment suspension, there is no longer a Credible Allegation of Fraud and that the suspension should be removed. HCA shall review evidence submitted by GCBH or provider. GCBH may include a recommendation to HCA. HCA shall direct GCBH to continue, reduce, or remove the payment suspension within thirty (30) calendar days of having received the evidence.

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

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

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

11.4.7.5 A law enforcement agency declines to certify that a matter continues to be under investigation.

11.4.7.6 GCBH/HCA determines that payment suspension is not in the best interests of the Medicaid program.

11.4.8 The Contractor shall maintain for a minimum of six years from the date of issuance all materials documenting:

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

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

11.4.9 If GCBH fails to suspend payments to a Provider for whom there is a pending investigation of a Credible Allegation of Fraud without good cause, and HCA directed GCBH to suspend payments, HCA may impose sanctions in accordance with the Sanctions Subsection of this Contract.

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

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

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

11.4.13 For the purposes of this Section, "subrogation" means the right of any State of Washington government entity or local law enforcement to stand in the place of a Contractor or Individual in the collection against a third party.

11.5 Reporting

11.5.1 The Contractor shall submit to GCBH a report of any recoveries made or overpayments identified by the Contractor during the course of their claims review/analysis. This report must be submitted to karenr@gcbh.org and jenniferd@gcbh.org.

11.5.2 The Contractor is responsible for investigating Individual fraud, waste and abuse. If the Contractor suspects Individual Fraud:

11.5.2.1 The Contractor shall notify and submit all associated information of any alleged or investigated cases in which the Contractor believes there is a serious likelihood of Fraud by an Individual to the HCA Division of Audit, Integrity and Oversight (DAIO) by any of the following:

11.5.2.1.1 Sending an email to WAHeligibilityfraud@hca.wa.gov;

11.5.2.1.2 Calling DAIO at 360-725-0934 and leaving a detailed message;

11.5.2.1.3 Mailing a written referral to:

Health Care Authority

Attn: DAIO

P.O. Box 45503

Olympia, WA 98504-5503

11.5.2.1.4 Faxing the written complaint to Washington Apple Health Eligibility Fraud at 360-763-7416.

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

11.5.4 The Contractor shall submit to GCBH on occurrence a list of terminations report including providers terminated due to sanction, invalid licenses, services, billing, data mining, investigation and any related Program Integrity termination. The Contractor shall send the report electronically to GCBH at karenr@gcbh.org or jenniferd@gcbh.org with subject "Program Integrity list of Terminations Report." The report must include all of the following:

11.5.4.1 Individual provider/entities' name;

11.5.4.2 Individual provider/entities' NPI number;

11.5.4.3 Source of termination;

11.5.4.4 Nature of the termination; and

11.5.4.5 Legal action against the Individual/entities.

11.6 Records Requests

11.6.1 Upon request, the Contractor shall allow GCBH or any authorized state or federal agency or authorized representative, access to all records pertaining to this Contract, including computerized data stored by the Contractor or GCBH. The Contractor shall provide and furnish the records at no cost to the requesting agency.

11.7 On-Site Inspections

11.7.1 The Contractor must provide any record or data pertaining to this Contract including, but not limited to:

11.7.1.1 Medical records;

11.7.1.2 Billing records;

11.7.1.3 Financial records;

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

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

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

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

12 GRIEVANCE AND APPEAL SYSTEM

12.1 General Requirements

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

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

12.1.1 The Contractor shall have policies and procedures addressing the Grievance and Appeal System, which comply with the requirements of this Contract. GCBH may request, in writing, all Grievance and Appeal System policies and procedures and related notices to Individuals regarding the Grievance and Appeal System.

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

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

12.1.4 The Contractor shall acknowledge in writing, the receipt of each Appeal. The Contractor shall provide the written notice to both the Individual and requesting provider within three (3) calendar days of receipt of the Appeal.

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

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

12.1.6.1 The Individual is appealing an Action.

12.1.6.2 The Grievance or Appeal involves any clinical issues.

12.1.7 With respect to any decisions described in subsection 11.1.6, the Contractor shall ensure that the Health Care Professional making such decisions:

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

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

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

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

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

12.1.7.4.2 Licensed, doctoral level clinical psychologists; or

12.1.7.4.3 Pharmacists.

12.2 Grievance Process (ASO – Providers to follow GCBH ASO Supplemental Service Guide)

The following requirements are specific to the Grievance Process:

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

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

12.2.2 The Contractor shall accept, document, record, and process Grievances forwarded by GCBH.

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

12.2.4 The Contractor shall assist the Individual with all Grievance and Appeal processes, and provide information about the availability of Behavioral Health Advocates services to assist the Individual.

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

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

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

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

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

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

12.3 Appeal Process

The following requirements are specific to the Appeal Process:

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

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

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

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

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

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

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

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

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

12.3.7 In any Appeal of an Action by the Contractor shall apply the Contractor's own standards, protocols, or other criteria that pertain to authorizing specific services.

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

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

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

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

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

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

12.3.9.2 Include the date completed and reasons for the determination.

12.3.9.3 Include a written statement of the reasons for the decision, including how the requesting provider or Individual may obtain the review or decision-making criteria.

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

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

12.4 Expedited Appeals Process

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

12.4.2 The Individual may submit an expedited Appeal either orally or in writing.

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

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

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

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

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

12.5 Petition for Review

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

12.6 Effect of Reversed Resolutions of Appeals and Administrative Hearings

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

12.7 Recording and Reporting Grievances, Adverse Authorization Appeals and Administrative Hearings

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

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

12.7.2 The Contractor shall provide separate reports to GCBH, quarterly using the Grievance, Adverse Authorization Determination, Appeals and Administrative Hearings reporting template due the 10th of the month following the quarter.

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

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

12.7.5 The report medium shall be specified by GCBH and shall be in accord with the grievance system reporting agreements published by HCA.

12.7.6 Reporting of Grievances shall include all expressions of Individual dissatisfaction not related to an Action. All Grievances are to be recorded and counted whether the Grievance is remedied by the Contractor immediately or through its Grievance and quality of care service procedures.

12.8 Grievance and Appeal System Terminations

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

13 CARE MANAGEMENT AND COORDINATION

13.1 Care Coordination Requirements

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

13.1.1.1 Allow GCBH access to crisis safety plan and coordination information for Individuals in crisis.

13.1.1.2 Use of GFS/FBG funds to care for Individuals in alternative settings such as homeless shelters, permanent supported housing, nursing homes or group homes. (Within available Resources)

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

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

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

13.1.1.6 Coordinate services to financially-eligible individuals who are in need of medical services.

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

13.1.1.8 Requirements for information and data sharing to support Care Coordination consistent with this contract and amendments.

13.1.1.9 The Contractor will provide Care Coordination to Individuals who are named on the HCA Referral List, also known as the "high utilizer list," in the Trueblood, et al., v. Department of Social and Health Services Settlement Agreement. GCBH will provide the HCA Referral List to the Contractor monthly. The Contractor will support connecting Individuals with behavioral health needs and current or prior criminal justice involvement receive Care Coordination.

13.1.1.10 Contractor shall submit a monthly billing by the 10th of the month following the month in which services are provided for services delivered. Monthly billing shall be GCBH BH-ASO Pre-Approved Form. The Contractor shall retain, on site, all backup materials for billings and ensure that all encounters are documented in the Individual's files as Trueblood Misdemeanor Diversion Funded. GCBH will reimburse CONTRACTOR within 30 days of receipt of the monthly billing and data for services provided. There may be exceptions to the 30 days if Contractor records to no agree with the monthly billing.

13.2 Coordination with External Entities.

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

13.2.1.1 BH-ASOs for transfers between regions;

13.2.1.2 Family Youth System Partner Roundtable (FYSPRT);

13.2.1.3 Apple Health MCOs to facilitate enrollment of Individuals who are

eligible for Medicaid;

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

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

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

13.2.1.7 DSHS and other state agencies;

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

13.2.1.9 Education systems;

13.2.1.10 Accountable Community of Health (ACH); and

13.2.1.11 First Responders.

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

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

13.3 Care Coordination and Continuity of Care: Children and Youth in the Behavioral Health System

13.3.1 The Contractor shall collaborate with child/TAY serving systems, as follows:

13.3.1.1 Participate if requested in the regional Children's Long Term Inpatient Program (CLIP) Committee unless an alternative organization is approved by GCBH using the guidelines provided by GCBH.

13.3.1.2 If requested, with a WISe provider, CLIP facility, or other program in the behavioral health system served by the Contractor.

13.3.1.3 Refer potentially CLIP-eligible children to the regional CLIP Committee and CLIP Administration.

13.4 Care Coordination and Continuity of Care: State Hospitals and Long Term Civil Commitment (LTCC) Facilities

13.4.1 Admission and Discharge Planning for State Hospital and LTCC facilities.

13.4.1.1 The Contractor shall ensure Individuals are medically cleared, prior to admission to a state hospital or LTCC facility when informed of the admission in advance.

13.4.1.2 The Contractor shall use best efforts to divert admissions and expedite discharges by using alternative community resources and mental health services, within Available Resources.

13.4.1.3 The Contractor shall monitor and track Individuals discharged from inpatient hospitalizations on LRA under RCW 71.05.320 to ensure compliance with LRA requirements. The Contractor will document LRA tracking. The Contractor's tracking documentation will include a log with the following:

13.4.1.3.1 Name of Individuals on an LRA;

13.4.1.3.2 Date of LRA order;

13.4.1.3.3 Name of responsible MCO, if for an MCO enrollee;

13.4.1.3.4 Date the Contractor notified the MCO of an Individual on an LRA;

13.4.1.3.5 Name of the staff notified at MCO;

13.4.1.3.6 If the Contractor did not notify the responsible MCO this information will be recorded on the Contractor's tracking log, and;

13.4.1.3.7 The Contractor will state on the tracking log if the CMHA, providing LRA treatment, is included within the LRA order.

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

13.4.1.5 The Contractor shall respond to requests for participation, implementation, and monitoring of Individuals receiving services on conditional release consistent with requirements for LRA treatment services as described in RCW 71.05.340. LRA treatment must be

provided regardless of available resources.

13.4.1.5.1 If the Individual is enrolled in managed care plan, the MCO will cover the services.

13.4.1.5.2 If the Individual is Medicaid FFS, Medicaid will cover the services.

13.4.1.5.3 If the Individual is covered by commercial insurance, the insurance carrier will purchase the care.

13.4.1.5.4 If the Individual is non-insured, the Contractor will be responsible for purchasing the LRA treatment services.

13.4.1.6 Individuals residing in the Contractor's RSA prior to admission, and discharging to another RSA, will do so according to the agreement established between the receiving RSA and the Contractor. The agreements shall include:

13.4.1.6.1 Specific roles and responsibilities of the parties related to transitions between the community and the state hospital.

13.4.1.6.2 Collaborative discharge planning and coordination with cross system partners such as residential facilities, community mental health or SUD Providers, etc.

13.4.1.6.3 Identification and resolution of barriers which prevent discharge and systemic issues that create delays or prevent placements in the Contractor's service area.

13.4.1.7 When Individuals being discharged or diverted from state hospitals are placed in a long-term care setting, the Contractor shall:

13.4.1.7.1 Coordinate with DSHS Aging and Long-Term Services Administration (ALTSA) Home and Community Services (HCS) and any residential Provider to develop a crisis plan to support the placement.

13.4.1.7.2 Coordinate with HCS and any residential Provider in the development of a treatment plan that supports the viability of the HCS placement when the Individual meets access to care criteria.

13.4.1.7.3 Coordinate with Tribal governments and/or IHCPs for AI/AN Individuals, with client consent, when the Contractor has knowledge that the Individual is AI/AN and receives health care services from a Tribe and/or IHCP in Washington State.

13.4.1.8 The Contractor shall provide the following services for American Indian/Alaska Native Individuals in the FFS Medicaid Program who have opted out of Medicaid managed care, in coordination with the

Individual's IHCP, if applicable:

13.4.1.8.1 Crisis services and related coordination of care;

13.4.1.8.2 Involuntary commitment evaluation services;

13.4.1.8.3 Services related to inpatient discharge and transitions of care; and

13.4.1.8.4 Assistance in identifying services and resources for Individuals with voluntary admission.

13.4.2 Coordination and Discharge Planning for State Hospitals

13.4.2.1 The Contractor shall meet the requirements of the state hospital MOU.

13.4.2.2 Utilization of State Hospital Beds

13.4.2.2.1 The Contractor will be assigned Individuals for discharge planning purposes in accordance with agency assignment process within each RSA.

13.4.2.2.2 The Contractor will be responsible for coordinating discharge for the Individuals assigned and, until discharged.

13.4.2.2.3 The Contractor may not enter into any agreement or make other arrangements for use of State Hospital beds.

13.4.2.3 The Contractor shall work as a member of the

State Hospital Discharge Transition Team to identify potential discharge options and resolve barriers to discharge for Individuals assigned to the Contractor. The Contractor shall:

13.4.2.3.1 Begin linking Individuals to appropriate community providers as soon after admission as possible to support timely discharge.

13.4.2.3.2 Participate in discharge planning which supports timely discharge in accordance with the Individual's preferences, including the Individual's choice to live in their own home or in the most integrated community setting appropriate for their needs.

13.4.2.3.3 Participate in the development of discharge plans using a person-centered process that includes documentation

reflecting the Individual's treatment goals, clinical needs, linkages to timely appropriate behavioral and primary health care, and the individual's informed choice, including geographic preferences and housing preferences, prior to discharge.

13.4.2.3.4 Ensure that appropriate and timely referrals are made to community-based services and supports, including supportive housing, PACT, and vocational supports. Services provided are within available resources.

13.4.2.3.5 Make referrals and transfers of case information to other discharge planning individuals and service providers within seven (7) business days of the event that made the referral or transfer appropriate.

13.4.2.3.6 Ensure that Prescriber and other Provider appointments are scheduled to occur with seven (7) calendar days of Individual's discharge and communicated back to the facility, including for patients discharging from the state forensic units. Services provided are within available resources.

13.4.2.3.7 Work with state hospital social workers to ensure that discharge related activities or meetings (i.e., pre-placement visits to potential facilities or housing, interviews with post discharge service providers and Individuals, and engagement with behavioral health programs and providers) are scheduled within seven (7) calendar days of the determination by the discharge planning team that the visit or meeting is necessary or useful.

13.4.2.3.8 Request a discharge barriers consult in all cases where there are barriers to timely discharge of an Individual to the most integrated community setting appropriate.

13.4.2.4 For the purposes of this section, 'integrated community setting' means a setting that typically includes the following characteristics:

13.4.2.4.1 It supports the Individual's access to the greater community, including opportunities to work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community. The degree of access supported shall be similar to the access enjoyed by individuals not receiving support services;

13.4.2.4.2 It is in the Individual's own home or is another setting that is selected by the Individual;

13.4.2.4.3 It ensures an Individual's rights to privacy, dignity, respect, and freedom from coercion and restraint;

13.4.2.4.4 It optimizes an Individual's initiative, autonomy, and independence in making life choices, including in daily activities, physical environment, and personal associations; and

13.4.2.4.5 It facilitates Individual choice regarding services and supports and who provides them.

13.4.2.5 The Contractor shall ensure provision of behavioral health agencies as part of Transition Teams, when appointed by the courts, for Individuals that meet criteria for civil commitment in accordance with RCW 71.05.280(3)(b) and Individuals that meet criteria for Not Guilty by Reason of Insanity (NGRI) under RCW 10.77.010(6), and RCW 10.77.030.

13.4.3 Coordination and Discharge Planning with LTCC Facilities

13.4.3.1 The Contractor shall coordinate with the LTCC facilities to receive admission and discharge notifications, and changes in Individual Medicaid eligibility and Managed Care Organization (MCO) enrollment.

13.4.3.2 The Contractor shall participate in team meetings or case reviews according to LTCC facility policy and procedures in order to engage Individuals early and ongoing in discharge planning support. The Contractor shall coordinate with LTCC facilities to receive the information on how the Contractor should participate in team meetings or case reviews.

13.4.3.3 The Contractor shall participate in a Quarterly Learning Collaborative meeting with peer MCOs/ASOs and LTCC facilities across the state to discuss barriers and/or challenges with admissions or discharge planning processes, to share care coordination best practices and participate in educational opportunities.

13.4.3.3.1 The Contractor shall work with peer MCOs and BH-ASO to identify representative(s) to co-lead with representative LTCC staff, to organize and conduct these meetings.

13.4.3.3.2 The Contractor shall work with peer MCOs, BH-ASOs and LTCC facility staff to assess LTCC utilization data to support quality improvement and reduce recidivism.

13.4.3.3.3 The Contractor shall work with peer MCOs, BH-ASOs and LTCC facility staff to develop initial LTCC Discharge Coordination Guidelines that will delineate discharge planning responsibilities for LTCC facilities, BH-ASOs, and MCOs by October 31, 2023, and annually review and revise as required.

13.4.3.3.4 The Contractor shall coordinate with the LTCC facilities and assist with the elements of the discharge planning process as agreed upon in the Learning Collaborative and outlined in LTCC Discharge Coordination Guidelines.

13.4.3.4 The Contractor shall track those Individuals in each Facility who were ready to discharge and were not discharged within fourteen (14) calendar days, will track for patient recidivism, and will analyze for trends, gaps in services and potential solutions. The Contractor shall provide this information upon request by GCBH.

13.4.3.5 The Contractor shall provide care coordination support for Individuals who have discharged from LTCC facilities, for a minimum of one hundred eighty (180) calendar days' post discharge unless Individual declines or opts out. The Contractor shall track those Individuals who receive care coordination services, length of time receiving care coordination services, and those who opted out or declined, and shall provide this information upon request by GCBH/HCA.

13.5 Care Coordination: Filing of an Unavailable Detention Facilities Report

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

13.5.2 When the DCR determines an Individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities report on the HCA approved form to GCBH within 24 hours. The report shall include the following:

13.5.2.1 The date and time the investigation was completed;

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

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

13.5.2.4 The identity of the responsible BH-ASO and MCO, if applicable; and

13.5.2.5 The county in which the person met detention criteria; and

13.5.2.6 Other reporting elements deemed necessary or supportive by GCBH/HCA.

13.5.3 When a DCR submits a No Bed Report due to the lack of an involuntary treatment bed, a face-to-face re-assessment is conducted each day by the DCR or Mental Health Professional (MHP) employed by the crisis provider to verify that the person continues to require involuntary treatment. If a bed is still not available, the DCR sends a new Unavailable Detention Facilities Report (No Bed Report) to GCBH and the DCR or MHP works to develop a safety plan to help the person meet their health and safety needs, which includes the DCR or MHP continuing to search for an involuntary treatment bed or appropriate less restrictive alternative to meet the Individual's current crisis.

13.5.4 The Contractor must attempt to engage the Individual in appropriate services for which the Individual is eligible and report back within seven (7) calendar days to GCBH. The Contractor may contact the Individual's insurance provider or treatment providers to ensure services are provided.

13.5.5 The Contractor shall implement a plan to provide appropriate treatment services to the Individual, which may include the development of LRAs or relapse prevention programs reasonably calculated to reduce demand for involuntary detentions to Evaluation and Treatment facilities, and Secure Withdrawal Management and Stabilization facilities.

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

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

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

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

13.6.3 The Contractor shall submit to GCBH the E&T Discharge Planner's reports (HCA format) that track the total number of all discharges from their E&T location and differentiate between those that were deemed complex and those that were deemed standard. The report is due the

10th of the month following the quarter being reported using the (HCA) template provided by HCA/GCBH.

14 GENERAL REQUIREMENTS FOR SERVICE DELIVERY

14.1 Special Provisions Regarding Behavioral Health Crisis Services

For each Network Provider in the GCBH RSA, the Contractor's administration of behavioral health services shall comply with the following:

14.1.1 The location of the telephone crisis intervention and triage services (call center staff) is within Washington or within 200 miles of the Contractor's Service Area unless approved by GCBH.

14.1.2 The same staffing requirements as defined in this Contract and the same performance standards apply regardless of the location of call center operations.

14.1.3 In addition, the Contractor shall have a sufficient number of staff to support data analytics and data systems, claims administration, encounter and Behavioral Health Supplemental Transactions data processing and all reporting requirements under the Contract.

15 BUSINESS CONTINUITY AND DISASTER RECOVERY

15.1 The Contractor shall have a primary and back-up solutions for the electronic submission of the data requested by GCBH. The solution shall utilize a Secure File Transfer service or other approved ISSD system. In the event this method of transmission is unavailable and immediate data transmission is necessary, an alternate method of encrypted submission will be considered based on GCBH approval.

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

15.2.1 A mission or scope statement.

15.2.2 Information services disaster recovery person(s).

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

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

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

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

15.2.7 Designated recovery options.

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

15.3 The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by December 31st of each Contract year to kellyn@gcbh.org and codyn@gcbh.org. The certification must indicate the plan is up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor and Subcontractor plans are available for GCBH to review and audit.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT – B
Committees

1 PURPOSE

1.1 A list of committees established to develop an organizational structure of communication and collaboration between GCBH BH-ASO and its Network Providers.

2 CLINICAL CRISIS PROVIDERS

2.1 A forum for the coordination of clinical performance improvement efforts affecting the members of the GCBH Provider Network. Scheduled to meet at least quarterly, or more often as needed.

2.2 The Contractor shall participate in GCBH BH-ASO Committees and attend meetings when feasible as a stakeholder of the ASO. Meetings are scheduled for once a quarter or as needed.

3 FUNDING AND FISCAL OPERATIONS COMMITTEE (FFOC)

3.1 A forum to provide oversite of the ASO's organization is financial and contracting processes. Scheduled to meet as needed.

3.2 The Contractor shall participate in GCBH BH-ASO Committees and attend meetings when feasible as a stakeholder of the ASO. Meetings are scheduled for once a quarter or as needed.

4 MANAGEMENT INFORMATION SYSTEMS (MIS)

4.1 A forum convened to oversee, coordinate, and refine the GCBH and Network Providers' Information Systems. Monitoring quality assurance and improvement plan, and to see as a forum to discuss challenges and share expertise. Scheduled to meet as needed.

4.2 The Contractor shall participate in GCBH BH-ASO Committees and attend meetings when feasible as a stakeholder of the ASO. Meetings are scheduled for once a quarter or as needed.

5 BEHAVIORAL HEALTH ADVISORY BOARD (BHAB)

5.1 The Contractor shall maintain a Community BHAB in each RSA that is broadly representative of the demographic character of the region. The composition of the Advisory Board and length of terms shall be provided to GCBH upon request and meet the requirement in this section. Scheduled to meet at least quarterly, or more often as needed.

5.1.1 Advisory Board Requirements:

5.1.1.1 Be representative of the geographic and demographic mix of service population;

5.1.1.2 Have at least 51 percent of the membership be persons with lived experience, parents or legal guardians of persons with lived experience and/or self-identified as a person in Recovery from a behavioral health disorder;

5.1.1.3 Law Enforcement representation;

5.1.1.4 County representation;

5.1.1.5 No more than four elected officials;

5.1.1.6 No employees, managers or other decision makers of subcontracted agencies who have the authority to make policy or fiscal decisions on behalf of the subcontractor; and

5.1.1.7 Three-year term limit, multiple terms may be served, based on rules set by the Advisory Board.

5.2 The Advisory Board will:

5.2.1 Solicit and use the input of Individuals with mental health and/or SUD to improve behavioral health services delivery in the region;

5.2.2 Provide quality improvement feedback to key stakeholders and other interested parties defined by GCBH. The Contractor shall document the activities and provide to GCBH upon request; and

5.2.3 Approve the annual SABG and MHBG expenditure plan for the region. The expenditure plan format will be provided by HCA and the approved plans are to be submitted by the Contractor to HCA.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT – H
DATA SHARING TERMS

1 Definitions

The definitions below apply to this Exhibit:

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

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

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

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

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

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

1.7 **"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 C.F.R. § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

1.17 **"Security Incident"** means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information or interference with system operations in an information system.

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

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

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

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

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

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

2 Data Classification

2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See WaTech Data Classification Standards at https://watech.wa.gov/sites/default/files/2023-12/Data%20Classification%20Standard Approved 2023.pdf and which is incorporated hereby incorporated by reference.

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

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

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

3 Purpose

3.1 This Exhibit H covers all data sharing, collection, maintenance, and Use of Data by the Contractor for work performed under this Contract.

4 Constraints on Use of Data

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

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

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

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

4.3.1 The Contractor must identify:

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

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

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

4.3.3 Access via remote terminal/workstation. Data accessed and used interactively over the Internet. Access to the data will be controlled by GCBH staff who will issue authentication credentials (e.g. a unique use ID and complex password) to authorized contractor staff. Contractor will notify GCBH IS staff on the same day an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user's duties change such that the user no longer requires access to perfo0rm work for this Agreement.

4.4 For all Data, including claims data, that is individually identifiable, shared outside of the Contractor's system for research or data analytics not conducted on behalf of GCBH, the Contractor must provide GCBH with 30 calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between the Contractor and GCBH data governance initiatives. The Contractor will provide notice to karenr@gcbh.org and jenniferd@gcbh.org Notice will include:

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

4.4.2 The purpose of the sharing; and

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

4.5 The Contractor must provide a report by the 15th of each month of all Data, individually identifiable and de-identified, regarding Individuals, including claims data, shared with external entities, including but not limited to Subcontractors and researchers, to GCBH.

5 Security of Data

5.1 Data Protection

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

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

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

5.2 Data Security Standards

5.2.1 The Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Policies and Standards, hyperlink at: https://watech.wa.gov/sites/default/files/2023-12/141.10_SecuringITAssets_2023_12_Parts_Rescinded.pdf. All Washington OCIO Security Policies and Standards are hereby incorporated by reference into this Contract.

5.2.2 Data Transmitting

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

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

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

5.2.3.1 Data at Rest:

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

5.2.3.2 Data stored on Portable/Removable Media or Devices

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

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

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

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

4.2.3.2.2.3 Keeping devices in locked storage when not in use;

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

4.2.3.2.2.5 Maintaining an inventory of devices; and

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

5.2.3.3 Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

5.2.4 Data Segregation

5.2.4.1 GCBH Data received under GCBH must be segregated or otherwise distinguishable from non-GCBH of GCBH's Data can be identified for return or destruction. It also aids in determining whether GCBH's Data has or may have been compromised in the event of a security breach.

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

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

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

5.2.4.2.3 In a database that contains only GCBH Data;

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

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

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

5.3 Data Disposition

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

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

5.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 5.2, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Data Stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks	Using a "wipe' utility which will overwrite the data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6 Data Confidentiality and Non-Disclosure

6.1 Data Confidentiality.

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

6.1.1.1 as provided by law; or

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

6.2 Non-Disclosure of Data

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

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

6.3 Penalties for Unauthorized Disclosure of Data

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

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

7 Data Shared with Subcontractors

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

8 Data Breach Notification

8.1 The Breach or potential compromise of Data must be reported to the GCBH HIPAA Privacy and Security Officer at **codyn@gcbh.org** and to the BH-ASO Contract Manager at **karenr@gcbh.org** and **jenniferd@gcbh.org** within five (5) Business Days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) Business Days of discovery. To the extent possible, these reports must include the following:

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

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

8.1.3 A description of the types of PHI involved;

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

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

8.1.6 Any other information GCBH reasonably requests.

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

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

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

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

9 HIPAA Compliance

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

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

Greater Columbia Behaviror Health, LLC BH-ASO
Cody Nesbitt
101 N. Edison St
Kennewick, WA 99336
Telephone: (509) 737-2454
Email: codyn@gcbh.org

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

9.2.1 Annual attestation for staff training is required and must be submitted to GCBH by Jan 31st.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.4 Individual Rights.

9.4.1 Accounting of Disclosures.

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

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

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

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

9.4.2 Access.

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

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

9.4.3 Amendment.

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

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

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

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

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

9.8 Miscellaneous Provisions.

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

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

10 Inspection

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

11 Indemnification

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

12. TERMS AND CONDITIONS

12.1 All additional terms and conditions as outlined in the Agreement are incorporated as though fully set forth herein.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT - K
Funding – Clarifications/Reporting/Monitoring

1. Purpose:

1.1 This Exhibit addresses Non-Medicaid funds in the Greater Columbia RSA for the provision of crisis services and non-crisis behavioral health services for January 1, 2023, through June 30, 2023, of state fiscal year (SFY2023). Payments made under the Agreement is intended by both GCBH and the Contractor to be inclusive of all services provided under this Agreement and constitute the GCBH only financial obligation under the Agreement irrespective of whether the cost to the Contractor of providing services exceeds the obligation.

1.2 Funds for the programs set forth in this Agreement based on Non-Medicaid funds shall be subject to the terms and conditions set forth in the GCBH BH-ASO/ Health Care Authority Contract. There shall be no payment made by GCBH in the absence of a fully executed Agreement. Services provided in the absence of an executed Agreement shall be exclusively borne by the Contractor.

2. Usage of Funds:

2.1 The Contractor shall use all funds provided pursuant to this Agreement and Exhibits, including interest earned to support the public behavioral health system.

2.2 All MHBG and SABG funds will be administered by the BH-ASO in accordance with the plans developed locally for each grant. Block grant funding is shown for the full SFY 2023, and spending in Jan-June 2023 is also counted out of these totals.

2.3 Line items such as Dedicated Cannabis Account (DCA), Criminal Justice Treatment Account (CJTA), Jail Services, 5480 – ITA Non-Medicaid, GFS, Program for Assertive Community Treatment (PACT) provisos are allocated between the BH-ASO and MCOs on an 80/20 basis.

2.4 Funding provided for specific purposes shall be utilized for expenditures related to the outlined purpose. GCBH will recoup the funds, in whole or in part, if the Contractor does not utilize the funding within the term of this Contract.

3. Funding Definitions/Explanations:

3.1 All proviso dollars are GF-S funds. Outlined below, are explanations of the provisos and dedicated accounts applicable **to all regions that receive the specific proviso:**

3.1.1 **Jail Services**: Funding to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health service upon mentally ill offenders' release from confinement. This includes efforts to expedite applications for new or re- instated eligible benefits.

3.1.2 **WA - Program for Assertive Community Treatment (WA - PACT)/Additional PACT/1109:** Funds received per the budget proviso for development and initial operation of high-intensity programs for active community treatment WA- PACT teams.

3.1.3 **Detention Decision Review**: Funds that support the cost of reviewing a DCR's decision whether to detain or not detain an Individual under the State's involuntary commitment statutes.

3.1.4 **Criminal Justice Treatment Account (CJTA):** Funds received, through a designated account in the State treasury, for expenditure on: a) SUD treatment and treatment support services for offenders with an addition of a SUD that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State; b: the provision of drug and alcohol treatment services and treatment support services for nonviolent offenders within a drug court program.

3.1.5 **CJTA Therapeutic Drug Court**: Funding to set up of new therapeutic courts for cities or counties or for the expansion of services being provided to an already existing therapeutic court that engages in evidence-based practices, to include medication assisted treatment in jail settings pursuant to RCW 71.24.580.

3.1.6 **Assisted Outpatient Treatment**: Funds received to support Assisted Outpatient Treatment (AOT). AO is an order for Less Restrictive Alternative Treatment for up to ninety days from the date of judgment and does not include inpatient treatment.

3.1.7 **Dedicated Cannabis Account (DCA)**: Funding to provide a) outpatient and residential SUD treatment for youth and children; b) PPW case management, housing supports and residential treatment program; c) contracts for specialized fetal alcohol services; d) youth drug courts;

and e) programs that support intervention, treatment, and recovery support services for middle school and high school aged students. All new program services must direct at least eighty-five percent of funding to evidence-based on research-based programs and practices.

3.1.8 **ITA Non-Medicaid – Mobile Crisis (5480 Proviso):** Funding that began in 2013, to provide additional local mental health services to reduce the need for hospitalization under the Involuntary Treatment Act in accordance with regional plans approved by DBHR.

3.1.9 **Secure Detoxification**: Funding for implementation of new requirements of RCW 71.05, RCW 71.34 and RCW 71.24 effective April 1, 2018, such as evaluation and treatment by a SUDP, acute and subacute detoxification services, and discharge assistance provided by a SUDP in accordance with this Contract.

3.1.10 **Crisis Triage/Stabilization and Step-Down Transitional Residential**: Funding originally allocated under SSB 5883 2017, Section 204(e) and Section 204(r) for operational costs and services provided within these facilities.

3.1.11 **Behavioral Health Enhancements (one-time payment):** Funding for the implementation of regional enhancement plans originally funded under ESSB 6032 and continued in ESHB 1109.SL Section 215(23).

3.1.12 **Discharge Planners (one-time payment):** These are funds received for a position solely responsible for discharge planning.

3.1.13 **Trueblood Misdemeanor Diversion Funds:** These are funds for non-Medicaid costs associated with serving Individuals in crisis triage, outpatient restoration, Forensic PATH, Forensic HARPS, or other programs that divert Individuals with behavioral health disorders from the criminal justice system.

3.1.14 **Behavioral Health Advisory Board (BHAB):** Specific General Fund allocation to support a regional BHAB.

3.1.15 **SB 5092(65) Added Crisis Teams/including Child Crisis Teams**: Funds to support the purchase of new mobile crisis team capacity or enhancing existing mobile crisis staffing and to add to enhance youth/child Mobile crisis teams.

3.1.16 **SB 5476 Blake Recovery Nav Admin – SUD Regional Administrator**: Funds to support the regional administrator position responsible for assuring compliance with the recover navigator program standards, including staffing standards.

3.1.17 **SB 5476 Blake decision Navigator Program**: Funds available to implement the recovery navigator plan that meets program requirements including demonstrating the ability to fully comply with statewide program standards.

3.1.18 **SB 5071– Full FY amount available – Provider cost of monitoring CR/LRA State Hospital discharged Individual**: Funds to support the treatment services for Individuals released from a state hospital in accordance with RCW 10.77.086(4), competency restoration. BH-ASOs may submit an A-19, not to exceed $9,000 per Individual. Amounts are statewide pooled funds and are limited to funds available.

3.1.19 **MHBG American Rescue Plan Act (ARPA) (BH-ASO) Peer Pathfinders Transition from incarceration Pilot –** Funds to support the Peer Pathfinders Transition from incarceration Pilot Program intended to serve Individuals exiting correctional facilities in Washington State who have either a serious mental illness or co-occurring conditions.

3.1.20 **MHBG ARPA Enhancement Treatment – Crisis Services**: Funds to supplement Non-Medicaid Individuals and Non-Medicaid crisis services and systems.

3.1.21 **MHBG ARPA Enhancement Mental Health Services Non-Medicaid services and Individuals**: Funds to supplement Non-Medicaid Individuals and Non-Medicaid mental health services that meet MHBG requirements.

3.1.22 **MHBG Co-Responder funds**: Funds to support grants to law enforcement and other first responders to include a mental health professional on the team of personnel responding to emergencies within regions.

3.1.23 **SABG Co-Responder funds**: Funds to support grants to law enforcement and other first responders to include a mental health professional on the team of personnel responding to emergencies within regions.

3.1.24 **MHBG ARPA Enhancement – Peer Bridger Participant Relief Funds**: Peer Bridger Participants Relief Funds to assist Individual's with engaging, re-engaging, and supporting service retention aligned/associated with continuing in treatment for mental health and/or SUD.

3.1.25 **MHBG ARPA Enhancement – Addition of Certified Peer Counselor to BHASO Mobile Crisis Response Teams**: FBG Stimulus funds for Contractor to enhance mobile crisis services by adding certified peer counselors.

3.1.26 **SABG ARPA BH-ASO Treatment Funding**: Funds to supplement Non-Medicaid Individuals and Non-Medicaid Substance Use Disorder services that meet federal block grant requirements.

3.1.27 **SABG ARPA Peer Pathfinders Transition from Incarceration Pilot**: Funds to support the Peer Pathfinders Transition from Incarceration Pilot Program intended to serve Individuals who are exiting correctional facilities in Washington State who have a substance use disorder or co-occurring condition.

3.1.28 **HB 1773 AOT LRA/LRO Service and Hearing funds** – Added funding for Treatment and Hearing costs specific to enhance AOT LRA/LRO Program.

3.1.29 **Governors Housing/Homeless Initiative**: Rental Vouchers and Bridge Program Funds to create a rental voucher and bridge program and implement strategies to reduce instances where an Individual leaves a state operated behavioral or private behavioral health facility directly into homelessness. Contractor must prioritize this funding for Individuals being discharged from state operated behavioral health facilities.

3.1.30 **988 Enhanced Crisis funding (Proviso 112):** Amounts for preparing for Endorsement of Crisis teams and standards associated to SAMSHA and 988 bill to go into effect sometime before July 2024. Appropriations are provided solely for the authority to expand and enhance regional crisis services. These amounts must be used to expand services provided by mobile crisis teams and community-based crisis teams either endorsed or seeking endorsement pursuant to standards adopted by the authority. Beginning in fiscal year 2025, the legislature intends to direct amounts within this subsection to be used for performance payments to mobile rapid response teams and community-based crisis teams that receive endorsements pursuant to Engrossed Second Substitute House Bill NO. 201134 (988 system). Funds cannot be used for building, leasehold improvements or other capital building costs. Funds may not be used for capital expenditures except those listed below.

Allowable Cost:

- Hiring or retaining staff to expand services as needed.
- Purchasing vehicles and/or equipment for the vehicles.
- Purchasing communication equipment and/or computer equipment for outreach.
- Onboarding new providers to address gaps in coverage for outreach.

3.1.31 **MH Sentencing Alternatives 153:** Funding regarding MH Disposition Alternative. Provides funding for: Follow up to ensure a local treatment provider has accepted the Individual on the MH Disposition Alternative into services and is able to provide follow up treatment and ensure adherence to the treatment plan and the requirements of the sentencing alternative, including reporting to the court.

3.2 Outlined below are explanation for provisos or new funding applicable to specific regions:

3.2.1 **ITA 180 Day Commitment Hearings**: Funding to conduct 180-day commitment hearings.

3.2.2 **Assisted Outpatient Treatment (AOT) Pilot**: Funding for pilot programs in Pierce and Yakima counties to implement AOT.

3.2.3 **Long-Term Civil Commitment Beds:** This funding is for court costs and transportation costs related to the provision of long-term inpatient care beds as defined in RCW 71.24.025 through community hospitals or freestanding evaluation and treatment facilities.

3.2.4 **New Journey First Episode Psychosis:** Funds provided to support Non-Medicaid client's portion of provider team costs offering the New Journey First Episode Psychosis Program.

4. Funding and Reporting:

4.1 The Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public behavioral health system.

4.2 The Contractor shall be paid monthly using a GCBH Funding and Fiscal Committee and Executive Committee approved funding schedule, which is developed based on the approved GCBH Fiscal Budget and Funding Policy, and as it is amended, revised and/or replaced. These payments are developed using estimates provided by HCA at the beginning of each state fiscal year, in the event these estimates or the funding provided by HCA is increased or decreased, funding may be revised to reflect these changes.

4.3 During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall provide behavioral health services in accordance with this Agreement through the end of the month for which it has received a capitation payment.

4.4 Quarterly Non-Medicaid Financial Reporting and Certification are due no later than 30th of the month following the last day of each quarter on GCBH Approved Forms to karenr@gcbh.org and jenniferd@gcbh.org – Reporting Template will be emailed out for each quarterly reporting period.

5. Cost Reimbursement Basis, FBG's. if applicable

5.1 Funding is specified per FBG Plans and Exhibits, attached hereto and incorporated herein by reference.

5.2 Reimbursement for services provided pursuant to this Agreement shall be paid to the Contractor on a cost reimbursement basis. Please refer to:

5.2.1 Mental Health Services-refer to applicable HCA Fee for Service rate sheets for treatment at https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules **(SPECIALIZED MENTAL HEALTH SERVICES)**

5.2.2 SUD Services-refer to applicable HCA Fee for Service rate sheets for treatment at: https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules **(SUBSTANCE USE DISORDER)**

5.3 Each month, the Contractor shall submit to the GCBH, LLC BH-ASO, a monthly billing invoice (provided by the GCBH) no later than the 10th of the following month including documentation substantiating allowable actual costs. Supporting documentation must be kept at the Contractor's facility showing funded revenues and expenditures. Funds disbursed to the Contractor must not be used for unallowable costs, including costs incurred prior to the executed date of the Agreement.

5.3.1 The Contractor must make a good faith effort to submit invoices for costs due and payable under this Contract within thirty (30) days of the month services were provided.

5.3.2 The Contractor must submit final invoices within thirty (30) calendar days after the Contract expiration date or after the funding source end date, except as otherwise authorized through written notification from GCBH to the Contractor.

5.3.2.1 HCA/GCBH is under no obligation to pay any delayed or supplementary invoices received past the 30-day requirement above. Late billing resulting from unexpected or third-party billing issues, including inpatient billing, will be reviewed, and paid on a case-by-case basis.

5.4 For FBG services, the Contractor shall comply with the utilization funding agreement guidelines within the State's most recent FBG plan. The Contractor agrees to comply with Title V, Section 1911-1935 and 1941-1957 of the Public Health Services Act (42 U.S.C. §§ 300x-1 – 300x-9; 300x-21 – 300x-35; and 300x-51 – 300x-67, as amended). The Contractor shall not use FBG funds for the following:

5.4.1 Construction and/or renovation.

5.4.2 Capital assets or the accumulation of operating reserve accounts.

5.4.3 Equipment costs over $5,000.

5.4.4 Cash payments to Individuals.

5.5 Unless otherwise obligated, funds allocated under this Contract that are not expended by the end of the applicable state fiscal year may not be used or carried forward to the subsequent state fiscal year.

6. Per Diem Services, if applicable

6.1 The Contractor shall be paid for eligible services at a rate specified and defined in appropriate Per Diem Exhibit, attached hereto and incorporated herein by reference.

6.2 Reimbursement for services provided pursuant to this Agreement shall be paid to the Contractor monthly.

6.3 Invoicing:

6.3.1 Raintree Claims: Each month, GCBH will make payment to the Contractor. Payment is calculated using the approved Raintree Claim data. And invoice submitted to GCBH, no later than the 10th of the following month in which services were provided.

7. Billing Invoices with all accompanying documentation shall be sent to GCBH, LLC BH-ASO email address (with proper encryption, if applicable):

Greater Columbia Behavioral Health, LLC BH-ASO
c/o Fiscal Department
101 N Edison Street
Kennewick, WA 99336
email to: **karenr@gcbh.org** and **jenniferd@gcbh.org**

8 Provider Payment Standards

8.1 The Contractor shall meet the timeliness of payment standards as specified in this section. To be compliant with payment standards the Contractor shall pay or deny, and shall require Subcontractors to pay or deny, ninety-five percent (95%) of clean claims and encounters within thirty (30) calendar days of receipt, ninety-five percent (95%) of all claims within sixty (60) calendar days of receipt and ninety-nine percent (99%) of claims within ninety (90) calendar days of receipt. The Contractor and its providers may agree to a different payment requirement in writing on an individual claim.

8.1.1 A claim is a bill for services, a line item of service, or all services for one (1) Individual within a bill.

8.1.2 A clean claim is a claim that can be processed without obtaining additional information from the provider of the service or from a third party.

8.1.3 The date of receipt is the date the Contractor receives the claim or encounter from the provider.

8.1.4 The date of payment is the date of the check or other form of payment.

8.2 The Contractor shall support both hardcopy and electronic submission of claims, encounters and bills for all Contracted Services types for which claims submission is required.

8.3 The Contractor shall support hardcopy and electronic submission of claim, encounter or bill inquiry forms, and adjustment claims, encounters and bills.

8.4 The Contractor shall update its claims and encounter system to support processing of payments for the Contracted Services

9. Coordination of Benefits (COB) and Subrogation of Rights of Third Party Liability

9.1 The Contractor must determine financial eligibility for all individuals.

9.2 The Contractor shall pursue and report all Third-Party Revenue related to services provided under this Agreement in accordance with State Non-Medicaid, MHBG, SABG, CJTA, DCA, JAIL and MEDICAID being the payer of last resort.

9.3 Allowable and unallowable costs under this Agreement shall be defined by applicable Uniform Guidance 2 CFR 200 Subpart- E.

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

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

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

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

10.1.3 Pay claims for contracted services when probable third party liability has not been established or the third-party benefits are not available to pay a claim at the time it is filed

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

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

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

10.2 Allowable and unallowable costs under this Agreement shall be defined by applicable Uniform Guidance 2 CFR 200 Subpart- E.

10.3 GCBH reserves the right to modify the form, content, instruction, and timetables for collection and reporting of financial data.

11. MONITORING

11.1 ADMINISTRATIVE REVIEW ACTIVITIES

11.1.1 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.

11.1.2 The Contractor shall have written policies and procedures as related to accounting and internal controls.

11.1.3 The Contractor's financial management system at a minimum shall:

11.1.3.1 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;

11.1.3.2 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;

11.1.3.3 Include source documentation in support of allowable actual costs;

11.1.3.4 GCBH will review actual source documents during fiscal monitoring;

11.1.3.5 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.

11.1.3.6 Exhibit true accounts and detailed statements 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.

12. HCA, Office of the State Auditor, DOH, GCBH or any of their duly-authorized representatives, may conduct announced and unannounced:

12.1 Surveys, audits and reviews of compliance with licensing and certification requirements and the overall terms of this Agreement;

12.2 Reviews regarding the quality, appropriateness and timeliness of behavioral health services provided under this Agreement;

12.3 Audits and inspections of financial records of the Contractor or any of its Subcontractors;

12.4 Audit and inspect any books, records, computers, or electronic systems of the Contractor and of any subcontractor, that pertain to the ability of the entity to bear the risk of potential financial losses, or to services performed or determinations of amounts payable under the contract per Section 1903(m)(A)(iv) of the Social Security Act;

12.5 On-site inspections of any and all Contractor and any of its Subcontractors locations.

12.6 The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

13. The Contractor must notify GCBH when an entity other than GCBH performs any audit or review described above related to any activity contained in this Agreement.

14. Single Audit Act Compliance.

As GCBH is a sub recipient of federal awards that expends more than 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, Exhibits attached hereto and incorporated herein by reference. Upon completion of each audit, the Contractor shall:

15. The Contractor shall submit audited financial reports specific to this contract on an annual basis. The audit must be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

15.1 Any GCBH contracted Contractor, within the GCBH Contracted Network Provider System, must have an independent annual financial audit completed within 275 days of the Contractor's fiscal year end. This audit must be performed by either the Washington State Auditor's Office or an independent accounting firm licensed to perform such audits. A copy of the completed audit report and management letter must be submitted to GCBH within thirty (30) days of the reports issuance.

15.2 Failure of the Contractor to comply with the above requirements may result in corrective action, the withholding of payment and/or termination in accordance with the terms of this Agreement.

15.3 Submit to GCBH 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

15.4 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," reporting the status of all audit findings included in the prior audit schedule of findings and questioned costs

16. Charitable Choices

16.1 The ASO ensures that the Charitable Choice Requirements of 42 C.F.R. Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with SUD providers for funding.

16.2 If the ASO contracts with FBOs, the ASO shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:

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

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

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

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

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

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

16.2.7 No funds may be expended for religious activities.

17. GCBH retains the right to request additional reports at any time during the duration of this Agreement.

Exhibit B

Behavioral Health Services

Status	Service	Medicaid	MHBG	SABG	GFS	Drug Court
Required for Medicaid Enrollees	Brief Intervention (Any Level, Assessment not Required)	x	X	x	x	x
Required for Medicaid Enrollees	Acute Withdrawal Management (ASAM Level 3.2WM)	x		x	x	x
Required for Medicaid Enrollees	Sub-Acute Withdrawal Management (ASAM Level 3.2WM)	x		x	x	x
Required	Secure Withdrawal Management	x		x	x	x
Required for Medicaid Enrollees	Intensive Home-Based Services (SMI/SED)	X	X		X	
Required for Medicaid Enrollees	Outpatient Treatment (ASAM Level 1) or SMI/SED	x	X	x	x	x
Required for Medicaid Enrollees	Intensive Outpatient Treatment (ASAM Level 2.1) or SMI/SED	x	X	x	x	x
Required for Medicaid Enrollees	Brief Outpatient Treatment (ASAM Level 1) or SMI/SED	x	X	x	x	x
May be provided or arranged for Medicaid Enrollees when available as a treatment option	Opioid Treatment Program (ASAM Level 1)	x		x	x	x
Required for Medicaid Enrollees	Case Management (ASAM Level 1, 2) or SMI/SED	x	X	x	x	x
Required for Medicaid Enrollees	Intensive Inpatient Residential Treatment (ASAM Level 3.5)	x		x	x	x
Required for Medicaid Enrollees	Long-term Care Residential Treatment (ASAM Level 3.3)	x		x	x	x
Required for Medicaid Enrollees	Residential Treatment (Recovery House ASAM Level 3.1) or for SMI/SED	x	X	x	x	x
Required for Medicaid Enrollees	Assessment	x	X	x	x	x

Status	Service	Medicaid	MHBG	SABG	GFS	Drug Court
Optional	Engagement and Referral		X	x	x	
Optional	Alcohol/Drug Information School				x	
Required if delivering SABG Services	Opioid Dependency Outreach			x	x	
Required if delivering SABG Services to PPW/IUID	Interim Services		X	x	x	x
Optional	Community Outreach			x	x	x
Optional	Crisis Services		X	x	x	
Optional	Sobering Services			x	x	
Required	Involuntary Commitment Investigations and Treatment	*	X	x	x	x
Required for Medicaid Enrollees	Room and Board		X	x	x	x
Priority to meet SABG 5% PPW Set-Aside	Therapeutic Interventions for Children		X	x	x	
Optional	Transportation		X	x	x	x
Optional	Childcare Services		X	x	x	x
Priority to meet SABG 5% PPW Set-Aside	PPW Housing Support Services			x	x	
Optional	Family Hardship				x	
Optional	Recovery Support Services			x	x	
Required if receiving SABG or MHBG funds	Continuing Education/ Workforce Development		X	x	x	
Optional	Medication Services not covered by insurance or Medicaid (SMI/SED)		X		X	
Optional	Assisted Living Services (SMI/SED)		X		X	
Optional	Assertive Community Treatment	X	X		X	

*Involuntary Residential Treatment may be paid for with Medicaid funds if service is delivered in a Non-IMD Setting.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT - L
Jail Proviso Services (Mental Health)

1. PURPOSE:

1.1 To provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health service upon mentally ill offenders' release from confinement. This includes efforts to expedite applications for new or re- instated Medicaid benefits.

2. SCOPE OF SERVICE:

2.1 Jail Transition Services where Network Service Providers have service locations and funding is provided, services are to be provided within the identified resources.

2.2 The Contractor shall coordinate with local and Tribal law enforcement, courts and jail personnel to ensure that they are meeting the needs of Individuals detained in city, county, tribal, and regional jails.

2.3 The Contractor must identify and provide transition services to Individuals with mental illness and/or co-occurring disorders, including Individuals participating in the Mental Health Sentencing Alternative, to expedite and facilitate their return to the community.

2.4 The Contractor shall accept referrals for intake of Individuals who are not enrolled in community mental health services but who meet priority populations as defined in Chapter 71.24 RCW. The Contractor must conduct Intake Evaluation, Assessment, and Screenings for these Individuals and when appropriate provide transition services prior to their release from jail.

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

2.6 The Contractor shall assist Individuals with mental illness and/or co-occurring disorders with the coordination of the re-activation of Medicaid benefits if those benefits were suspended while the Individual was incarcerated, which may involve coordinating the submission of Prior-Authorization with the MCOs, or the FFS Medicaid Program.

2.7 Pre-release services shall include:

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

2.7.2 Intake Evaluation, Assessment, and Screenings (Mental Health) for Individuals identified during the mental health screening as a member of a priority population.

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

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

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

2.8 Post release services include:

2.8.1 Mental health and other services (e.g., SUD) to stabilize Individuals in the community.

2.8.2 Follow up to ensure a local treatment provider has accepted the individual on the Mental Health Sentencing Alternative into services and is able to provide follow up treatment and ensure adherence to the treatment plan and the requirements of the sentencing alternative, including reporting to the court.

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

2.9.1 Identify recently booked Individuals that are eligible for Medicaid or had their Medicaid benefits suspended for purposes of establishing Continuity of Care upon release.

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

2.9.3 Inter-local agreements with juvenile detention facilities.

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

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

3. REPORTING

3.1 The Contractor will submit the Annual Jail Transition Services Report (template will be provided) by August 31 of each year, for services provided in the prior state fiscal year. The report must be submitted to GCBH at gordonc@gcbh.org and karenr@gcbh.org. The report will include the following:

3.1.1 Number of Jail Transition Services provided;

3.1.2 Number of Individuals served with Jail Transition funding;

3.1.3 Narrative describing Jail Transition Services provided;

3.1.4 Narrative describing barriers to providing Jail Transition Services; and

3.1.5 Narrative describing strategies to overcome identified Jail Transition Services barriers.

4. SERVICE ENCOUNTER REPORTING

4.1 The Contractor shall follow the State Service Encounter Reporting Instructions (SERI), the HCA Data Guide, the GCBH Service Duration Matrix, GCBH Data Dictionary, and any attendant updates and will report all Individuals and services funded in part or wholly by GCBH to the GCBH Information System (IS). The GCBH IS System is called "Raintree." The Contractor is required to follow all of the reporting requirements in SERI including ensuring their providers have the appropriate license and credentials to provide the services.

4.2 The Contractor shall submit claims and/or encounters for services consistent with the provisions of this Contract. Claims and encounter submission timeliness requirements apply. Further obligations Sections 2.3, 7.5 – 7.10 and in Exhibit H.

5. ALLOWABLE SERVICE MODALITES

5.1 Each contractor's authorized allowable service modalities should be within the contractor's current DOH Licensures and listed on the GCBH Behavioral Health Contractor Service Grid, by contractor name and programs. The Contractor is required to use the most current version of the GCBH Behavioral Health Contractor Service Grid to determine which services modalities, Current Procedural Terminology (CPT)/Health Care Procedure Coding (HCPC) codes. The GCBH Behavioral Health Contractor Service Grid is updated by the GCBH Information Systems team and will be sent via email to the contractor as updates

are available. The current version of the GCBH Behavioral Health Contractor Service Grid in Exhibit C, is attached hereto and incorporated herein by reference.

6. PAYMENT AND FISCAL MANAGEMENT

6.1 The Contractor shall use all funds provided pursuant to this Agreement including interest earned to support the public behavioral health system.

6.2 The Contractor shall be paid monthly using a GCBH Executive Committee approved funding schedule, as amended, revised and/or replaced is available upon request from GCBH Finance Department. These payments are developed using estimates provided by HCA at the beginning of each fiscal year, in the event these estimates or the funding provided by HCA is increased or decreased, funding may be revised to reflect these changes.

6.3 During the term of this Agreement, capitation payments are made at the beginning of each month of service. The Contractor shall provide behavioral health services in accordance with this Agreement through the end of the month for which it has received a capitation payment.

6.4 If the Contractor terminates this agreement or will not be entering into any subsequent agreements, GCBH will require that all remaining reserves and fund balances be spent within a reasonable timeframe developed with and approved by GCBH. Funds will be deducted from the monthly payments until all reserves and/or fund balances are spent. The Contractor must provide the appropriate notice to GCBH under the requirements of the Termination Section of the Agreement. Any funds not spent for the provision of services under this Agreement shall be returned to GCBH within 60 days of the last day this Agreement is in effect.

6.5 All Contractor obligations as set forth in Exhibit K, N or V.

7. MONITORING

7.1 Additionally, as set forth in this Agreement and Exhibits.

8. TERMS AND CONDITIONS

8.1 All additional terms and conditions as outlined in the Agreement are incorporated as though fully set forth herein.