

THIS DOCUMENT REPRESENTS ALL INCORPORATED AMENDMENTS AND EXHIBITS FROM JULY 2023 THROUGH AMENDMENT #2. AMENDMENT #2 IS EFFECTIVE JANUARY 1, 2024.

	WASHINGTON BEHAVIORAL HEALTH – ADMINISTRATIVE SERVICES ORGANIZATION CONTRACT	HCA Contract Number: «Contract»
This Contract is made by and between the Washington State Health Care Authority (“HCA”) and the party whose name appears below (“Contractor”).		
CONTRACTOR NAME «OrganizationName»		CONTRACTOR doing business as (DBA) «DBA»
CONTRACTOR ADDRESS «OperatingStAddress» «OCity», «OState» «OZip»		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) «UBI»
CONTRACTOR CONTACT «ContactFName» «ContactLName», «WorkingTitle»	CONTRACTOR TELEPHONE «Phone»	CONTRACTOR E-MAIL ADDRESS «Email»
HCA CONTACT NAME AND TITLE Ruth Leonard, Section Supervisor	HCA CONTACT ADDRESS 626 8th Avenue SE Olympia, WA 98504	
HCA CONTACT TELEPHONE (360) 725-1487	HCA CONTACT FAX N/A	HCA CONTACT E-MAIL ADDRESS ruth.leonard@hca.wa.gov
IS THE CONTRACTOR A SUB-RECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S) 93.958; 93.959
CONTRACT START DATE Date of Execution (DOE) Services Start Date: July 1, 2023	CONTRACT END DATE June 30, 2025	MAXIMUM CONTRACT AMOUNT «NewValue»
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits: Exhibit A, Non-Medicaid Funding Allocation; Exhibit B, Behavioral Health Services; Exhibit C, RSA Spenddown; Exhibit D, Service Area Matrix; Exhibit E, Data Use, Security, Confidentiality; Exhibit F, Federal Award Identification for Subrecipients; Exhibit G, Peer Bridger Program; Exhibit H, Federal Compliance, Certification and Assurances; Exhibit I, Federal Fiscal Year 2021 SAMHSA Award Standard Terms and Conditions; and Exhibit J, Federal Fiscal Year 2023 SAMHSA Award Standard Terms and Conditions.		
The terms and conditions of this Contract are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Contract, between the parties. The parties signing below represent they have read and understand this Contract and have the authority to execute this Contract. This Contract shall be binding on HCA only upon signature by both parties.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE «Signatory»	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer	DATE SIGNED

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Schedules

- Schedule A, System of Care Grant, Mobile Response and Stabilization Services (Carelon (Pierce), and Spokane)
- Schedule C, Trueblood Crisis Stabilization/Crisis Triage – (Carelon (Pierce and Southwest), King, Salish, Spokane, and Thurston/Mason)
- Schedule D, Children’s Crisis Outreach Response System/Intensive Stabilization Services (CCORS/ISS) (King only)
- Schedule E, Crisis Housing Voucher Subsidy (King and Thurston/Mason only)

Schedule F, Whatcom County Crisis Stabilization Center – Diversion Pilot – (North Sound (Whatcom))
Schedule G, Trauma Informed services to children and youth in Whatcom County schools – (North Sound (Whatcom))
Schedule H, Homeless Outreach Stabilization and Transition Program (HOST) (Carelon (Pierce and Southwest), King,
North Sound, Spokane, and Thurston-Mason)
Schedule I, New Journeys First Episode Psychosis Services
Schedule J, Youth Behavioral Health Navigator (Carelon (North Central/Southwest), Great Rivers, Greater Columbia,
Salish, Spokane, and Thurston Mason)

1 DEFINITIONS

The words and phrases in this section shall have the following meanings for purposes of this Contract. In addition, in 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 U.S.C. § 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, Brailled 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 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 for Individuals in a defined Regional Service Area (RSA), regardless of an Individual's ability to pay, including Medicaid eligible members.

1.19 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 and 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 Plan at Attachment 3, Section 13.d.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 Business Associate Agreement (BAA)

“Business Associate Agreement (BAA)” means an agreement under the federal HIPAA, between a HIPAA covered entity and a HIPAA business associate. The agreement protects PHI in accordance with HIPAA guidelines.

1.27 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.

1.28 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.

1.29 Certified Peer Counselor (CPC)

“Certified Peer Counselor (CPC)” means Individuals who: have self-identified as a consumer of behavioral health services; 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).

1.30 Child Care Services

“Child Care 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. Child Care Services must be provided by licensed child care providers.

1.31 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.

1.32 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.

1.33 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).

1.34 Clinically Managed Residential Withdrawal Management

“Clinically Managed Residential Withdrawal Management” (sometimes referred to as “social setting detoxification” or “social detox”) means 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.

1.35 Co-responder

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

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

“Code of Federal Regulations (C.F.R.)” means the codification of the general and permanent rules and Regulations, sometimes called administrative law, published in the Federal Register by the executive departments and agencies of the federal government of the United States.

1.37 Behavioral Health Advisory Board (BHAB)

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

1.38 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.

1.39 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.

1.40 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.

1.41 Confidential Information

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

1.42 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.

1.43 Contract

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

1.44 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.

1.45 Contingency Management

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

1.46 Continuing Education and Training

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

1.47 Contracted Services

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

1.48 Cost Reimbursement

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

1.49 Cost-sharing

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

1.50 Criminal Justice Treatment Account (CJTA)

“Criminal Justice Treatment Account (CJTA)” means an account created by the state for expenditure on the following: 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; and 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).

1.51 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.

1.52 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 least restrictive environment available. Crisis Services may be provided prior to completion of an intake evaluation.

1.53 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.

1.54 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).

1.55 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.

1.56 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.

1.57 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.

1.58 Department of Health (DOH)

“Department of Health (DOH)” means the Washington State agency responsible for the licensing and certification of health service Providers.

1.59 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.

1.60 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 chapter 71.05 RCW.

1.61 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.

1.62 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.

1.63 Director

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

1.64 Division of Behavioral Health and Recovery (DBHR)

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

1.65 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.

1.66 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.

1.67 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.

1.68 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.

1.69 Encrypt

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

1.70 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)

1.71 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.

1.72 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.

1.73 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.

1.74 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.

1.75 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.

1.76 First Responders

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

1.77 Forensic Housing and Recovery through Peer Services (FHARPS)

“Forensic Housing and Recovery through Peer Services (FHARPS)” means a program specifically for Individuals who are identified as being involved or at risk of being involved in the criminal justice system. The goal of FHARPS is to help Individuals overcome barriers in order to find and maintain housing.

1.78 Forensic Navigators

“Forensic Navigators” means agents of the court who assist Individuals in accessing services related to diversion and community outpatient competency restoration.

1.79 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.

1.80 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.

1.81 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.

1.82 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.

1.83 Grievance and Appeal System

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

1.84 Grievance Process

“Grievance Process” means the procedure for addressing Individuals’ Grievances (42 C.F.R. § 438.400(b)).

1.85 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.

1.86 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.

1.87 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.

1.88 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.

1.89 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 clinical social worker, licensed mental health counselor, licensed marriage and family therapist, registered respiratory therapist, pharmacist, and certified respiratory therapy technician.

1.90 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.

1.91 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.

1.92 Housing and Recovery through Peer Services (HARPS)

"Housing and Recovery through Peer Services (HARPS)" means a program to help Individuals overcome barriers in order to find and maintain housing by providing a supportive housing program that includes a bridge subsidy. The supportive housing services are delivered by peers (persons with lived experience).

1.93 Independent Peer Review

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

1.94 Indian Health Care Providers (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.

1.95 Indian Health Service (IHS)

"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.

1.96 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.

1.97 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.

1.98 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:

- 1.98.1 Intensive inpatient services;
- 1.98.2 Recovery house treatment services;
- 1.98.3 Long-term residential treatment services; and
- 1.98.4 Youth residential services.

1.99 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.

1.100 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 13.d.

1.101 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 and 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.

1.102 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.

1.103 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).

1.104 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).

1.105 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).

1.106 Involuntary Treatment Act (ITA) Services

“Involuntary Treatment Act (ITA) 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.

1.107 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.

1.108 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.

1.109 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 in certain cases can be for up to one year. (RCW 71.05.320). An LRA order may be extended by a court.

1.110 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.

1.111 Lump Sum

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

1.112 Managed Care

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

1.113 Managed Care Organization (MCO)

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

1.114 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).

1.115 Medically Necessary Services

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

1.116 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.

1.117 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.

1.118 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.

1.119 Medication Monitoring

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

1.120 Mental Health Advance Directive (MHAD)

“Mental Health Advance Directive (MHAD)” 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.

1.121 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).

1.122 Mental Health Care Provider

“Mental Health Care Provider” means the individual with primary responsibility for implementing an individualized plan for mental health rehabilitation services. Minimum qualifications are B.A.

level in a related field, A.A. level with two years' experience in the mental health or related fields." Additionally, this person would be supervised by a Provider who meets the definition of a mental health professional and be an Agency Affiliated Counselor.

1.123 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).

1.124 Mental Health Professional

"Mental Health Professional" means:

- 1.124.1 A psychiatrist, psychologist, psychiatric nurse, psychiatric nurse practitioner, physician assistant supervised by a psychiatrist, or social worker as defined in RCW 71.05.020;
- 1.124.2 A person with a master's degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such persons shall have, in addition, at least two years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional;
- 1.124.3 A person who meets the waiver criteria of RCW 71.24.260, which was granted before 1986;
- 1.124.4 A person who is licensed by DOH as a mental health counselor, mental health counselor associate, marriage and family therapist, or marriage and family therapist associate;
- 1.124.5 A person who has an approved exception to perform the duties of a Mental Health Professional; or
- 1.124.6 A person who has been granted a time-limited waiver of the minimum requirements of a Mental Health Professional.

1.125 Mental Health Treatment Interventions

"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 13.d.

1.126 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.

1.127 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.

1.128 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.

1.129 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.

1.130 Network Adequacy

“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.

1.131 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.

1.132 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).

1.133 Notice of Action (NOA)

“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.

1.134 Office of Inspector General (OIG)

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

1.135 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.

1.136 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).

1.137 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.

1.138 Outpatient Competency Restoration Program (OCRCP)

“Outpatient Competency Restoration Program (OCRCP)” 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.

1.139 Outreach and Engagement

“Outreach and Engagement” means identification of hard-to-reach Individuals with a possible SUD and/or Severe Mental Illness (SMI) and engagement of these Individuals in assessment and ongoing treatment services as necessary.

1.140 Overpayment

“Overpayment” means any payment from HCA 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.

1.141 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.

1.142 Peer Bridger

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

1.143 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.

1.144 Personal Information

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

1.145 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.

1.146 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.

1.147 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 6 in a transitional residential housing program designed exclusively for this population.

1.148 Prior Authorization

“Prior Authorization” means the requirement that a Provider must request, on behalf of an Individual and when required by HCA or the HCA’s designee’s, approval to provide a health care service before the Individual receives the health care service.

1.149 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.

1.150 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. See Subsection 17.7, Protocols for Coordination with Tribes and non-Tribal IHCPs.

1.151 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.

1.152 ProviderOne

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

1.153 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.

1.154 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).

1.155 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 SUDs.

1.156 Regional Service Area (RSA)

“Regional Service Area (RSA)” means a single county or multi-county grouping formed for the purpose of health care purchasing.

1.157 Regulation

“Regulation” means any federal, state, or local Regulation or ordinance.

1.158 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.

1.159 Revised Code of Washington (RCW)

“Revised Code of Washington (RCW)” means the laws of the state of Washington.

1.160 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).

1.161 Secure Withdrawal Management and Stabilization Facility (SWMSF)

“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.

1.162 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.

1.163 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.

1.164 Serious Emotionally Disturbed (SED)

“Serious Emotionally Disturbed (SED)” means children from birth up to age 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.

1.165 Serious Mental Illness (SMI)

“Serious Mental Illness (SMI)” means persons age 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.

1.166 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.

1.167 Single Case Agreement

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

1.168 Sobering Services

“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.

1.169 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, or a 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 professionals, as deemed appropriate and under the supervision of a Mental Health Professional.

1.170 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.

1.171 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.

1.172 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.

1.173 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.

1.174 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.

1.175 Substance Use Disorder Professional Trainee (SUDPT)

“Substance Use Disorder Professional 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.

1.176 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.

1.177 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.

1.178 Transitional Age Youth (TAY)

“Transition Age Youth (TAY)” means an individual between the ages of 15 and 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.

1.179 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.

1.180 Transportation

“Transportation” means the transport of individuals to and from behavioral health treatment facilities.

1.181 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.

1.182 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.

1.183 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.

1.184 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.

1.185 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.

1.186 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.

1.187 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.

1.188 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.

1.189 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.

1.190 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.

1.191 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.

1.192 Washington Administrative Code (WAC)

“Washington Administrative Code (WAC)” means the rules adopted by state agencies to implement legislation.

1.193 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)”.

1.194 Wraparound with Intensive Services (WISe)

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

1.195 Youth

“Youth” means, in general terms, a person from age 13 through 17. 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 HCA 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 HCA. 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 HCA reserves the right to issue unilateral amendments which provide corrective or clarifying information.
- 2.1.3 The Contractor shall submit all feedback or questions to HCA at contracts@hca.wa.gov or other email address as expressly stated.
- 2.1.4 The Contractor shall submit written feedback within the expressed deadline provided to the Contractor upon receipt of any amendments. HCA is not obligated to accept Contractor feedback after the written deadline provided by HCA.
- 2.1.5 The Contractor shall return all signed amendments within the written deadline provided by HCA 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. HCA must adjust Exhibit A 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 HCA 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 HCA. 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 HCA are hereby incorporated by reference into this Contract. HCA may update the templates from time to time, and any such updated templates will also be incorporated by reference into this Contract. The report templates are located

at:<https://www.hca.wa.gov/billers-providers-partners/program-information-providers/model-managed-care-contracts>. All deliverables must be named and submitted using the naming convention identified on the HCA reports template page. Documents and email subject headings to utilize the same naming convention. The Contractor may email HCA at any time to confirm the most recent version of any template to HCABHASO@hca.wa.gov.

2.3.1.1 Report templates include:

- 2.3.1.1.1 Community Behavioral Health Enhancement (CBHE) Funds Quarterly Report
- 2.3.1.1.2 Co-Responder report
- 2.3.1.1.3 Criminal Justice Treatment Account (CJTA) Quarterly Progress Report
- 2.3.1.1.4 Crisis Housing Voucher Log (King and Thurston/Mason only)
- 2.3.1.1.5 Crisis System Metrics Report
- 2.3.1.1.6 Crisis Triage/Stabilization and Increasing Psychiatric Bed Capacity report
- 2.3.1.1.7 Data Shared with External Entities Report
- 2.3.1.1.8 E&T Discharge Planner Report
- 2.3.1.1.9 Federal Block Grant Annual Progress Report
- 2.3.1.1.10 Gift card purchase and distribution tracker
- 2.3.1.1.11 Grievance, Adverse Authorization Determination, and Appeals
- 2.3.1.1.12 Juvenile Court Treatment Program Reporting
- 2.3.1.1.13 Mental Health Block Grant (MHBG) Project Plan
- 2.3.1.1.14 Mobile Rapid Response Crisis (MRRC) report
- 2.3.1.1.15 Non-Medicaid Expenditure Report
- 2.3.1.1.16 Non-Medicaid Spending Plan template
- 2.3.1.1.17 Peer Bridger Participant Treatment Engagement Resources report
- 2.3.1.1.18 Peer Bridger Program

- 2.3.1.1.19 Peer Pathfinder Jail Transition Report
- 2.3.1.1.20 Recovery Navigator Program Quarterly Report
- 2.3.1.1.21 Semi-Annual Trueblood Misdemeanor Diversion Fund Report
- 2.3.1.1.22 Substance Abuse Block Grant (SABG) Capacity Management Form
- 2.3.1.1.23 Substance Abuse Block Grant (SABG) Project Plan
- 2.3.1.1.24 Supplemental Data Daily Submission Notification
- 2.3.1.1.25 Supplemental Data Monthly Certification Letter
- 2.3.1.1.26 Systems of Care Mobile Response and Stabilization Services (MRSS) (Carelton and Spokane only)
- 2.3.1.1.27 Trauma Informed Counselling Services to Children and Youth in Whatcom County Schools (Whatcom only)
- 2.3.1.1.28 Trueblood Enhanced Crisis Stabilization quarterly report (King only)
- 2.3.1.1.29 Trueblood Enhanced Crisis Stabilization Services Staff details (King only)
- 2.3.1.1.30 Trueblood Enhanced Crisis Stabilization/Crisis Triage quarterly report (Carelton and Spokane only)
- 2.3.1.1.31 Trueblood Enhanced Crisis Stabilization/Triage Services Staff details (Carelton and Spokane only)
- 2.3.1.1.32 Whatcom County Crisis Stabilization Center – Diversion Pilot (Whatcom only)

2.4 Assignment

The Contractor shall not assign this Contract to a third party without the prior written consent of HCA.

2.5 Billing Limitations

- 2.5.1 HCA shall pay the Contractor only for services provided in accordance with 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 laws and Regulations, and all amendments thereto, that are in effect when the Contract is signed or that come into effect during the term of this Contract. The provisions of this Contract that are in conflict with applicable state or federal laws or Regulations are hereby amended to conform to the minimum requirements of such laws or Regulations.

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

- 2.6.1 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 Equal Employment Opportunity (EEO) Provisions.
- 2.6.30 Copeland Anti-Kickback Act.
- 2.6.31 Davis-Bacon Act.
- 2.6.32 Byrd Anti-Lobbying Amendment.
- 2.6.33 All federal and state nondiscrimination laws and Regulations.

- 2.6.34 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.
- 2.6.35 Any other requirements associated with the receipt of federal funds.
- 2.6.36 Any services provided to an Individual enrolled in Medicaid are subject to applicable Medicaid rules.

2.7 Covenant Against Contingent Fees

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

2.8 Data Use, Security, and Confidentiality

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

2.9 Debarment Certification

- 2.9.1 The Contractor, by signature to this Contract, certifies that the Contractor 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 shall immediately notify HCA if, during the term of this Contract, the Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice in accord with Subsection 2.41 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:

- 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, Washington State HCA, P.O. Box 45502, Olympia, WA 98504-5502. 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) provided in the notice of the HCA decision the Contractor 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).

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 commence to 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 HCA 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 Thurston County. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington in Tacoma.

2.14 Independent Contractor

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 HCA 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 HCA 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 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 Inspection

- 2.16.1 The Contractor and its Subcontractors shall cooperate with all audits and investigations performed by duly authorized representatives of the state of Washington, HCA, and Washington State Medicaid Fraud Control Division (MFCD), as well as the federal DHHS, auditors from the federal Government Accountability Office (GAO), federal OIG and federal Office of Management and Budget (OMB).
- 2.16.2 The Contractor and its Subcontractors shall provide access to their facilities and the records documenting the performance of this Contract, for purpose of audits, investigations, and for the identification and recovery of overpayments within thirty (30) calendar days, and access to its facilities and the records pertinent to this Contract to monitor and evaluate performance under this Contract, including, but not limited to, claims payment and the quality, cost, use, health and safety and timeliness of services, Provider Network Adequacy, including panel capacity or willingness to accept new patients, and assessment of the Contractor's capacity to bear the potential financial losses.
- 2.16.3 The Contractor and its Subcontractors shall provide immediate access to facilities and records pertinent to this Contract for state or federal Fraud investigators.

2.17 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 - \$1,000,000; General Aggregate - \$2,000,000. 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, 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 - \$1,000,000; General Aggregate - \$2,000,000.

- 2.17.3 Worker's Compensation: The Contractor shall comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws and Regulations. The state of Washington and 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 Subcontractors have and maintain insurance appropriate to the services to be performed. The Contractor shall make available copies of Certificates of Insurance for Subcontractors, to HCA 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 HCA. 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 HCA, 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 HCA ten (10) calendar days advance notice of cancellation.
- 2.17.10 General: By requiring insurance, the state of Washington 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 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 HCA 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 HCA as an additional insured, expressly for, and limited to, the Contractor's services provided under this Contract, and provides a point of contact for HCA.
- 2.17.12 Privacy Breach Response Coverage: For the term of this Contract and three 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 All records and reports relating to this Contract shall be retained by the Contractor and its Subcontractors for a minimum of ten years after final payment is made under this Contract. When an audit, litigation, or other action involving records is initiated prior to the end of said period, records shall be maintained for a minimum of ten years following resolution of such action.

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

2.19 Mergers and Acquisitions

If the Contractor is involved in an acquisition of assets or merger with another HCA Contractor after the effective date of this Contract, HCA reserves the right, to the extent permitted by law, to 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.

2.20 Notification of Organizational Changes

The Contractor shall provide HCA with ninety (90) calendar days' prior written notice of any change in the Contractor's ownership or legal status. The Contractor shall provide HCA written notice of any changes to the Contractor's executive officers, executive board members, or medical directors within seven (7) Business Days.

2.21 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:

- 2.21.1 Federal statutes and Regulations applicable to the services provided under this Contract.
- 2.21.2 State of Washington statutes and Regulations concerning the operation of HCA programs participating in this Contract.
- 2.21.3 Applicable state of Washington statutes and Regulations concerning the operation of Health Maintenance Organizations, Health Care Service Contractors, and Life and Disability Insurance Carriers.
- 2.21.4 General Terms and Conditions of this Contract.
- 2.21.5 Any other term and condition of this Contract and exhibits.
- 2.21.6 Any other material incorporated herein by reference.

2.22 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.

2.23 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, Inspection, Maintenance of Records, and Data Use, Security, and Confidentiality. After termination of this Contract, the Contractor remains obligated to:

- 2.23.1 Submit reports required in this Contract.
- 2.23.2 Provide access to records required in accord with the Inspection provisions of this Section.
- 2.23.3 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.
- 2.23.4 Repay any Overpayments that:
 - 2.23.4.1 Pertain to services provided at any time during the term of this Contract; and

- 2.23.4.2 Are identified through an HCA audit or other HCA administrative review at any time on or before ten years from the date of the termination of this Contract; or
- 2.23.4.3 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.

2.24 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 HCA or his or her designee has the authority to waive any term or condition of this Contract on behalf of HCA.

2.25 Contractor Certification Regarding Ethics

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.

2.26 Health and Safety

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

2.27 Indemnification and Hold Harmless

- 2.27.1 HCA 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.
- 2.27.2 The Contractor shall indemnify and hold harmless HCA 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 HCA. 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.

2.27.3 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 chapters 71.05 and 71.24 RCW with regards to:

2.27.3.1 The allocation of federal or state funds;

2.27.3.2 The use of state hospital beds; or

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

2.28 Industrial Insurance Coverage

The 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, HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by 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.

2.29 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.

2.30 Notices

Whenever one party is required to give notice to the other under this Contract, it shall be deemed given if either (a) emailed or (b) mailed by the United States Postal Services, registered or certified mail, return receipt requested, postage prepaid, and addressed as below.

2.30.1 In the case of notice from HCA to the Contractor, notice will be sent to:

«ContactFName» «ContactLName», «WorkingTitle»
«OrganizationName»
«CorporateStAddress»
«CCity», «CState» «CZip»
«Email»

2.30.2 In the case of notice from the Contractor to HCA, notice will be sent to:

HCA Contract Administrator
Division of Legal Services/Contracts Office
P.O. Box 42702

Olympia, WA 98504-2702

OR

contracts@hca.wa.gov

- 2.30.3 Notices delivered through the United States Postal Service will be effective on the date delivered as evidenced by the return receipt. Notices delivered by email, will be deemed to have been received when the recipient acknowledges, by email reply, having received that email.
- 2.30.4 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.

2.31 Notice of Overpayment

- 2.31.1 A Notice of Overpayment to the Contractor will be issued if HCA determines an Overpayment has been made. RCW 41.05A.170.
- 2.31.2 The Contractor may contest a Notice of Overpayment by requesting an adjudicative proceeding. The request for an adjudicative proceeding must:
 - 2.31.2.1 Comply with all of the instructions contained in the Notice of Overpayment;
 - 2.31.2.2 Be received by HCA within twenty-eight (28) calendar days of service receipt of the Notice of Overpayment by the Contractor;
 - 2.31.2.3 Be sent to HCA by certified mail (return receipt), or other manner providing proof of receipt (delivery) to the location specified in the Notice of Overpayment;
 - 2.31.2.4 Include a statement and supporting documentation as to why the Contractor thinks the Notice of Overpayment is incorrect; and
 - 2.31.2.5 Include a copy of the Notice of Overpayment.
- 2.31.3 If the Contractor submits a timely and complete request for an adjudicative proceeding, then the Office of Administrative Hearings will schedule the proceeding. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the dispute prior to the adjudicative proceeding. The adjudicative proceeding will be governed by the administrative procedure act, chapter 34.05 RCW, and chapter 182-526 WAC.
- 2.31.4 If HCA 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 HCA from the Contractor. HCA may charge

the Contractor interest and any costs associated with the collection of the debt. HCA 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 HCA to satisfy the overpayment debt.

- 2.31.5 Nothing in this Agreement limits HCA's ability to recover overpayments under applicable law.

2.32 Proprietary Data or Trade Secrets

- 2.32.1 Except as required by law, Regulation, or court order, data identified by the Contractor as proprietary 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 data shall include the Contractor's interpretation.
- 2.32.2 The Contractor shall identify data which it asserts is proprietary or is trade secret information as permitted by RCW 41.05.026. If HCA anticipates releasing data that is identified as proprietary or trade secrets, HCA 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 legal proceedings within the aforementioned five (5) Business Day period in an attempt to prevent disclosure of the data, HCA agrees not to disclose the information 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.
- 2.32.3 Nothing in this Section shall prevent HCA from filing its own lawsuit or joining any other lawsuit in an attempt to prevent disclosure of the data, or to obtain a declaration as to the disclosure of the data, provided that HCA will promptly notify the Contractor of the filing of any such lawsuit.

2.33 Ownership of Material

HCA recognizes that nothing in this Contract shall give HCA 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 HCA during the performance of this Contract.

2.34 Solvency

- 2.34.1 The Contractor understands and agrees that it is required to make some advance payments under this Contract prior to reimbursement from the state, and that the amount of such payments may vary on a month-to-month basis.

- 2.34.2 The Contractor understands and agrees that it must remain solvent at all times during the term of this Contract, including any extensions to the term, and that the failure to remain solvent at all times is grounds for immediate termination by default.
- 2.34.3 The Contractor agrees that HCA at any time may access any information related to the Contractor's financial condition, and upon HCA's request, the Contractor shall furnish to HCA all such financial information and documentation they have concerning their current financial condition. This shall also include the production of financial information that may be held by a third-party agent of the Contractor; the Contractor hereby agrees to sign any necessary authorization to allow for the distribution of such information to HCA.
- 2.34.4 In the RSAs where HCA has authorized reserves, the Contractor shall notify HCA within ten (10) Business Days after the end of any month in which the Contractor's reserves reaches a level representing two or fewer months of expected claims and other operating expenses, or other change which may jeopardize its ability to perform under this Contract or which may otherwise materially affect the relationship of the parties under this Contract.

2.35 Surety Bond

In RSAs where HCA approved use of a surety bond, the Contractor shall furnish to HCA a surety bond in the amount of \$1,000,000.00, or in an amount equal to the total minimum balance per region, found in the Region Reserve table, whichever is greater. The surety bond shall be provided to HCA within thirty (30) calendar days of the effective date, in a form satisfactory to HCA. The Contractor shall maintain the surety bond in effect until expiration or termination of the Contract. Any change or extension of time of this Contract shall in no way release the Contractor or any of its sureties from any of their obligations under the bond. Such bond shall contain a waiver of notice of any changes to this Contract. The Contractor shall notify its sureties and any bonding organizations of changes to this Contract.

No payment shall be made to the Contractor until this surety bond is in place and reviewed by HCA. The surety bond shall be issued by a licensed insurance company authorized to do business in the state of Washington and made payable to the HCA. The Contract number and dates of performance shall be specified in the surety bond. In the event that HCA exercises an option to extend the Contract for any additional period(s), Contractor shall extend the validity and enforcement of the surety bond for said periods.

An amount up to the full amount of the surety bond may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by HCA in obtaining similar products and services to replace those terminated as a result of Contractor's default. HCA may seek other remedies in addition to this stated liability.

2.36 Reserves

- 2.36.1 In RSAs where HCA has authorized reserves, the Contractor shall maintain a reserve, within the levels specified in the table found in this Section, for Flexible General Funds

State (GF-S) funding of required non-Medicaid services within the region. The Flexible GF-S funds must be deposited into a designated reserve account and may only drop below the allocated amount in the event the cost of providing psychiatric inpatient services or crisis services exceeds the revenue the Contractor receives. The Contractor may also use the allocated reserve funds that are in excess of the minimum required reserve level to ensure a smooth transition to integrated managed care up to the maximum reserve level. This includes maintaining existing levels of regional BH crisis and diversion programs, and other required BH-ASO services, and to stabilize the crisis services system.

BH-ASO	Minimum Reserve Fund Balance Amount Distributed	Maximum Reserve Fund Balance Amount 200% of Distribution
Greater Columbia	\$1,796,025.00	\$3,592,050.00
Great Rivers	\$719,341.69	\$1,438,683.38
King	\$5,370,943.03	\$10,741,886.06
Thurston-Mason	\$874,872.33	\$1,749,744.66
North Central	\$638,393.00	\$1,276,786.00
North Sound	\$3,065,156.00	\$6,130,312.00
Pierce	\$2,143,190.00	\$4,286,380.00
Salish	\$942,786.05	\$1,885,572.09
Spokane	\$1,486,293.00	\$2,972,586.00
Southwest	\$1,500,000.00	\$3,000,000.00

- 2.36.2 If the Contractor spends a portion of these funds, and the reserve balance drops below the allocated reserve amount, the Contractor must replenish the reserve account within one year, or at the end of the state fiscal year in which the funds were spent, whichever is longer. If the reserve fund balance goes above the maximum allowable amount at the end of calendar year or fiscal year, a spending plan must be provided to HCA within sixty (60) calendar days to show the Contractor’s strategies to meet contract limits. If HCA determines the reserves are outside the allocation found in the table in this Section, HCA may require a corrective action plan.
- 2.36.3 All expenditures of reserve funds and proviso funding balances shall be documented and included on the Non-Medicaid Quarterly Expenditure Report.
- 2.36.4 If the Contractor terminates this Contract for any reason or will not enter into any subsequent contracts, HCA shall require that all remaining reserves and fund balances be spent within a reasonable timeframe determined by HCA. Funds will be deducted from the monthly payments made by HCA to the Contractor until all reserves and fund balances are spent. Any funds not spent for the provision of services under this

Contract shall be returned to HCA within sixty (60) calendar days of the last day of this Contract is in effect.

2.37 Conflict of Interest Safeguards

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

2.38 Reservation of Rights and Remedies

A material default or breach in this Contract will cause irreparable injury to HCA. 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, HCA may seek injunctive relief against any threatened or actual breach of this Contract without the necessity of proving actual damages. HCA 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.

2.39 Termination by Default

2.39.1 **Termination by Contractor.** The Contractor may terminate this Contract whenever HCA defaults in performance of the Contract and fails to cure the default within a period of one hundred twenty (120) 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 HCA to meet one or more material obligations of this Contract. In the event it is determined that HCA was not in default, HCA may claim damages for wrongful termination through the dispute resolution provisions of this Contract or by a court of competent jurisdiction.

2.39.2 **Termination by HCA.** HCA may terminate this Contract whenever HCA determines the Contractor has defaulted in performance of the Contract and has failed to cure the default within a reasonable period of as set by HCA, 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:

2.39.2.1 The Contractor did not fully and accurately make any disclosure as required by the HCA.

- 2.39.2.2 The Contractor failed to timely submit accurate information as required by the HCA.
- 2.39.2.3 One of the Contractor's owners failed to timely submit accurate information as required by the HCA.
- 2.39.2.4 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 HCA.
- 2.39.2.5 One of the Contractor's owners/administrators did not cooperate with any screening methods as required by the HCA.
- 2.39.2.6 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.
- 2.39.2.7 The Contractor has been terminated under title XVIII of the Social Security Act, or under any states' Medicaid or CHIP program.
- 2.39.2.8 One of the Contractor's owners fails to submit sets of fingerprints in a form and manner to be determined by HCA within thirty (30) days of an HCA request.
- 2.39.2.9 The Contractor failed to permit access to one of the Contractor's locations for site visits.
- 2.39.2.10 The Contractor has falsified any information provided on its application.

2.40 Termination for Convenience

Notwithstanding any other provision of this Contract, the HCA 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 HCA, as determined by HCA in its sole discretion. If this Contract is so terminated, HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

If the Contractor terminates this Contract for convenience, the Contractor is required to provide no less than six months advance notice in writing to HCA.

2.41 Terminations: Pre-termination Processes

- 2.41.1 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.

2.41.2 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.

2.42 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, HCA may, in whole or in part, suspend or terminate this Contract upon fifteen (15) calendar days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. At HCA's sole discretion the Contract may be renegotiated under the revised funding conditions. If this Contract is so terminated or suspended, HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date.

2.43 Termination - Information on Outstanding Claims

In the event this Contract is terminated, the Contractor shall provide HCA, 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.

2.44 Administrative Simplification

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

2.44.1 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:

2.44.1.1 Current Procedural Terminology (CPT).

2.44.1.2 International Classification of Diseases (ICD).

2.44.1.3 Healthcare Common Procedure Coding System (HCPCS).

2.44.1.4 The Diagnostic and Statistical Manual of Mental Disorders.

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

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

2.44.2 The Contractor must follow National Correct Coding Initiative (NCCI) policies to control improper coding, unless otherwise directed by the HCA. Any Contractor requested exceptions to NCCI policies must be approved by HCA. 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.

- 2.44.3 In lieu of the most recent versions, Contractor may request an exception. HCA's consent thereto will not be unreasonably withheld.
- 2.44.4 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 Media materials and publications developed with state funds shall be submitted to the HCA for written approval prior to publication. HCA must be cited as the funding source in news releases, publications, and advertising messages created with or about HCA funding. The funding source shall be cited as: The Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.
- 3.1.2 Materials described in subsection 3.1.1 but not paid for by funds provided under this Contract must be submitted to HCA for prior approval.
- 3.1.3 The Contractor is encouraged but is not required to submit the following items to HCA for approval:
 - 3.1.3.1 News coverage resulting from interviews with reporters including online news coverage;
 - 3.1.3.2 Pre-scheduled posts on electronic / social media sites;
 - 3.1.3.3 When a statewide media message developed by HCA is localized; and
 - 3.1.3.4 When SAMHSA-sponsored media campaign are localized.

3.2 Information Requirements for Individuals

- 3.2.1 Upon an Individual's request, the Contractor shall provide all relevant licensure, certification and accreditation status and information for any contracted Provider.
 - 3.2.1.1 Pursuant to 25 U.S.C. §§ 1621t and 1647a, Contractor shall not apply any requirement that any entity operated by the IHS, an Indian tribe, tribal organization or urban Indian organization be licensed or recognized under the state or local law where the entity is located to furnish health care services, if the entity attests that it meets all the applicable standards for such licensure or recognition. In addition, the Contractor shall not require the licensure of a health professional employed by such an entity under the state or local law where the entity is located if the professional is licensed in another state.

3.3 Equal Access for Individuals with Communication Barriers

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

- 3.3.1 Oral Information:
 - 3.3.1.1 The Contractor shall assure interpreter services are provided free of charge for Individuals with a preferred language other than English. This includes

the provision of interpreters for Individuals who are Deaf, DeafBlind, or Hard of Hearing. This includes oral interpretation Sign Language (SL), and the use of Auxiliary Aids and Services as defined in this Contract (42 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:

3.3.1.1.1 Customer service;

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

3.3.1.1.3 All steps necessary to file Grievances and Appeals.

3.3.2 Written Information:

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

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

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

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

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

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

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

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

- 3.3.4 HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials does not allow for a sixth grade reading level or the Individual's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.
- 3.3.5 Educational materials about topics or other information used by the Contractor for health promotion efforts must be submitted to HCA, but do not require HCA approval as long as they do not specifically mention the Contracted Services.
- 3.3.6 Educational materials that are not developed by the Contractor or by the Contractor's Subcontractors are not required to meet the sixth grade reading level requirement and do not require HCA approval.
- 3.3.7 For Individual-specific written materials, the Contractor may use templates that have been pre-approved in writing by HCA. The Contractor must provide HCA with a copy of all approved materials in final form.
- 3.3.8 Interpreter services for Individuals in crisis over-the-telephone
 - 3.3.8.1 The Contractor will submit claims to HCA under a billing National Provider Identifier (NPI), or an Alternative Provider Identifier (API) for reimbursement through the ProviderOne Medicaid Management Information System for interpretation provided over-the-phone to Individuals in crisis. Reimbursable Services must meet the following criteria:
 - 3.3.8.1.1 The Individuals must be Medicaid eligible on the date the service took place;
 - 3.3.8.1.2 The Individual received a Medicaid covered service by a servicing Provider that has a Core Provider Agreement with HCA;
 - 3.3.8.1.3 The Interpretation requests must be for urgent same day events, necessary to assist Individuals determined to be in crisis;
 - 3.3.8.1.4 Services must be provided by a qualified interpreter as described by Section 1557 of the Affordable Care Act; and
 - 3.3.8.1.5 The claim must be submitted to HCA within ninety (90) calendar days of the date of service.
 - 3.3.8.2 The Contractor will facilitate payment to interpreters for the over-the-phone interpretation provided in accordance with HCA Interpreter Services Billing Guides, and the below criteria:
 - 3.3.8.2.1 Reimbursement is per minute and shall not exceed the over-the-phone interpreter rates negotiated in the Language Access Provider (LAP) contract. A copy of the current agreement may be found on the Office of Financial Management (OFM) website.

- 3.3.8.2.2 Administrative activities including but not limited to scheduling or reminder calls are not reimbursable.
- 3.3.8.2.3 Scheduled events, or appointments scheduled more than 24-hours in advance, are not reimbursable through this process and must use the HCA Interpreter Services program.
- 3.3.8.3 HCA 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 Contractor's RSAs are described in Exhibit D, Service Area Matrix.

4.2 Service Area Changes

- 4.2.1 The Contractor must offer services to all Individuals within the boundaries of the RSA covered by this Contract.
- 4.2.2 The Contractor may not decrease its service areas or its level of participation in any service area except during Contract renewal.
- 4.2.3 If the U.S. Postal Service alters the zip code numbers or zip code boundaries within the Contractor's RSA, HCA shall alter the service area zip code numbers or the boundaries of the service areas with input from the Contractor.
- 4.2.4 HCA shall determine, in its sole judgment, which zip codes fall within each service area.
- 4.2.5 HCA 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 Contractor'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 also prioritize 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 Section 19, 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 Eligibility functions may be done by the Contractor or delegated to Providers. If delegated to Providers, the Contractor shall monitor the Providers' use of such protocols and ensure appropriate compliance in determining eligibility.
 - 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 At HCA's direction, the Contractor shall participate with the regional AH-IMC MCOs in a regional initiative to develop and implement consistent protocols to determine clinical or program eligibility for the non-crisis Behavioral Health services.
 - 4.3.6.3 The Contractor shall participate in developing protocols for Individuals with frequent eligibility changes. The protocols will address, at a minimum, coordination with the AH-IMC MCOs, Tribes, 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 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 HCA's receipt of continued state and federal funding. If HCA does not receive continued state and federal funding, HCA may terminate this Contract in accordance with this Contract's General Terms and Conditions.
- 5.1.2 HCA will provide the Contractor with its budget of state-only, proviso, and FBG funds prior to the beginning of the state fiscal year as identified in Exhibit A. HCA will provide the Contractor with its Federal Award Identification for Subrecipients prior to the beginning of the state fiscal year as identified in Exhibit F. The Contractor's budget will be based upon available funding for the RSA. At HCA's discretion, the Contractor's budget of GFS and proviso funds may be amended as described in subsection 5.1.8.
- 5.1.2.1 When there is a funding increase provided to the Contractor, the Contractor is required to pass that on to the Providers as written in the proviso language. Should the proviso language contain a rate increase, the specified increase shall be provided to subcontractors as an increase to contracted amounts with the effective date as stated.
- 5.1.3 A maximum of 10 percent of available funds paid to the Contractor may be used for administrative costs, taxes and other fees per RCW 71.24.330 including costs incurred for the planning, development and implementation of the MHBG and SABG annual project plans. A maximum of 5 percent of state-only and proviso funds paid to the Contractor may be used for direct service support costs. Administrative and direct service support costs must be reported on the Non-Medicaid Expenditure Report.
- 5.1.4 HCA will pay the allocation of state-only and proviso funds, including the administrative portion, to the Contractor in equal monthly installments at the beginning of each calendar month.
- 5.1.5 HCA will pay the Contractor FBG funds on a monthly cost reimbursement basis upon receipt and approval of an A-19 invoice.
- 5.1.5.1 The Contractor must make a good faith effort to submit invoices for costs due and payable under this Contract within forty-five (45) days of the month services were provided.
- 5.1.5.2 The Contractor must submit final invoices within forty-five (45) calendar days after the Contract expiration date or after the funding source end date, except as otherwise authorized through written notification from HCA to the Contractor.
- 5.1.5.2.1 HCA is under no obligation to pay any delayed or supplementary invoices received past the 45-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.

- 5.1.6 The Contractor shall send the Non-Medicaid Expenditure Report to the Finance Department (hcarevenue&expenditures@hca.wa.gov) no later than forty-five (45) calendar days after the last day of the quarter. The expenditures reported shall represent the payments made for services under this Contract during the quarter being reported. The 10 percent administrative load identified in this Section will be included on the report.
- 5.1.7 The Contractor shall submit a spending plan using the current Non-Medicaid Spending Plan template to request a carry-over of funding that was provided in excess of funds spent or to request a fund shift for the purpose of moving funding from one purpose to another purpose. The Non-Medicaid Spending Plan template shall be submitted February 15 for the July through December funding period and August 15 for the January through June funding period. Spending plans shall be submitted to HCABHASO@hca.wa.gov for review and approval.
- 5.1.7.1 If any proviso related expenditures are less than 50 percent of funding received for that proviso at the end of the calendar or fiscal year, a spending plan must be provided to HCA within sixty (60) calendar days to show the Contractor's strategies to utilize proviso funds.
- 5.1.7.2 HCA reserves the right to shift funds to regions utilizing proviso funds and demonstrating a greater need.
- 5.1.7.3 HCA may require a corrective action plan for under expenditures.
- 5.1.8 HCA will perform a reconciliation of the Contractor's expenditure reports to its budget. Based upon the results of the reconciliation, at HCA's discretion, the allocation and distribution of GFS and proviso funds may be re-evaluated, and unspent funds may be reallocated retrospectively. If the expenditures reported by the Contractor on the expenditure report exceed the Contractor's budget identified in Exhibit A, HCA will not reimburse the Contractor for the amount that exceeds the budget.
- 5.1.8.1 Funding provided for specific purposes in the Exhibits shall be utilized for expenditures related to the outlined purpose. HCA will recoup the funds, in whole or in part, if the Contractor (i) does not utilize the funding within the term of this Contract, or (ii) does not provide a spending plan within sixty (60) calendar days of the funding expiration date. The spending plan must contain a clear contracted purpose and be approved in writing by the HCA. HCA has the discretion to reallocate all or any portion of any recouped funds to other regions.
- 5.1.9 For all services, the Contractor must determine whether the Individual receiving services is eligible for Medicaid or has other insurance coverage.
- 5.1.9.1 For Individuals eligible for Medicaid or other insurance, the Contractor must

submit the claim for services to the appropriate party within twelve months from the calendar month in which the services were provided to the eligible Individual.

- 5.1.9.2 If a claim was incorrectly billed Contractor has an additional year to correct the claim WAC 182-502-0150.
- 5.1.9.3 For those Individuals who are not eligible for Medicaid coverage, or are unable to pay co-pays or deductibles, the Contractor may offer a sliding fee schedule in accordance with this Contract.
- 5.1.9.4 Both GFS and FBG funds may be used to spenddown qualifying medical expenses incurred such as but not limited to, voluntary and involuntary inpatient, crisis stabilization and crisis residential stays. HCA designates and approves the Contractor as a Public Program as described in WAC 182-509-0110(9). Qualified expenses paid by the Contractor shall be used to reduce an Individual's spenddown liability as outlined in Exhibit C, RSA Spenddown Liability.
- 5.1.10 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:
 - 5.1.10.1 Construction and/or renovation.
 - 5.1.10.2 Capital assets or the accumulation of operating reserve accounts.
 - 5.1.10.3 Equipment costs over \$5,000.
 - 5.1.10.4 Cash payments to Individuals.
- 5.1.11 Unless otherwise obligated, funds allocated under this Contract that are not expended by the end of the applicable state fiscal year may be used or carried forward to the subsequent state fiscal year. Unspent allocations shall be reported to HCA at the end of the applicable state fiscal year, as specified in this Contract. In order to expend these funds, the Contractor shall submit a plan to HCA for approval.
- 5.1.12 The Contractor shall ensure that all funds provided pursuant to this Contract, (other than the 10 percent allowed for administration and 5 percent for direct service supports and up to 1.75 percent for B&O tax for actual expenditures paid directly to government entities specifically for B&O taxes) including interest earned, are to be used to provide services as described in this Contract. Direct service supports and B&O tax expense allowances are up to the percentage indicated and not a percentage of GFS funding as is calculated for administrative costs.

5.2 Inpatient Psychiatric Stays Outside the State Hospital System

HCA will pay professional fees on a fee-for-service basis directly to the hospital for inpatient psychiatric stays that are authorized by the Contractor. The inpatient hospital claim(s) will be paid by the Contractor. The Contractor shall reimburse HCA within thirty (30) calendar days from the receipt of the inpatient claims to pay the applicable costs.

5.3 Non-Compliance

5.3.1 Failure to Maintain Reporting Requirements

In the event the Contractor fails to maintain its reporting obligations under this Contract, HCA reserves the right to withhold reimbursements to the Contractor until the obligations are met.

5.3.2 Recovery of Costs Claimed in Error

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

5.3.3 Stop Placement

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.

5.3.4 Additional Remuneration Prohibited

5.3.4.1 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 HCA. In the event the Contractor or Subcontractor charges or accepts prohibited fees, HCA 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.

5.3.4.2 The Contractor must reduce the amount paid to Providers by any sliding fee schedule amounts collected from Individuals in accordance with this Contract.

5.4 Overpayments or Underpayments

5.4.1 If, at HCA's sole discretion, HCA 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, HCA may make prospective and/or retrospective modifications to the funding allocations.

5.5 Sanctions

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

- 5.5.1 Initiate remedial action if it is determined that any of the following situations exist:
 - 5.5.1.1 The Contractor has failed to perform any of the Contracted Services.
 - 5.5.1.2 The Contractor has failed to develop, produce, and/or deliver to HCA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described in this Contract.
 - 5.5.1.3 The Contractor has failed to perform any Administrative Function required under this Contract.
 - 5.5.1.4 The Contractor has failed to implement corrective action required by the state and within HCA prescribed timeframes.
- 5.5.2 Impose any of the following remedial actions:
 - 5.5.2.1 Require the Contractor to develop and execute a corrective action plan. Corrective action plans developed by the Contractor must be submitted for approval to HCA within thirty (30) calendar days of notification. HCA 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. HCA may extend or reduce the time allowed for corrective action depending upon the nature of the situation. Corrective action plans shall include:
 - 5.5.2.1.1 A brief description of the situation requiring corrective action.
 - 5.5.2.1.2 The specific actions to be taken to remedy the situation.
 - 5.5.2.1.3 A timetable for completion of the action(s).
 - 5.5.2.1.4 Identification of individuals responsible for implementation of the plan.
 - 5.5.2.2 Withhold up to 5 percent of the next payment and each payment thereafter if the Contractor fails to submit, gain HCA 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. HCA, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
 - 5.5.2.3 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.

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

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

5.6 Mental Health Payer

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

6 ACCESS TO CARE AND PROVIDER NETWORK

6.1 Network Capacity

- 6.1.1 The Contractor shall maintain and monitor an appropriate and adequate Provider network, supported by written agreements, sufficient to comply with timely access standards, as identified in Section 17, and provide all Contracted Services under this Contract and services outlined in Exhibit B, Behavioral Health Services, within available resources.
- 6.1.1.1 The Contractor may provide Contracted Services through Non-Participating Providers, at a cost to the individual that is no greater than if the Contracted Services were provided by Participating Providers, if its network of Participating Providers is insufficient to meet the Behavioral Health needs of Individuals in a manner consistent with this Contract.
- 6.1.1.2 This provision shall not be construed to require the Contractor to cover such services without authorization.
- 6.1.1.3 To the extent necessary to provide non-crisis Behavioral Health services covered under this Contract, the Contractor may offer contracts to Providers in other RSAs in the state of Washington and to Providers in bordering states.
- 6.1.1.4 The Contractor may not contract for Crisis Services (SUD or Mental Health) or ITA-related services out of Washington State.
- 6.1.2 For non-crisis behavioral health services funded by GFS:
- 6.1.2.1 The Contractor shall provide non-crisis Behavioral Health services funded by GFS, within Available Resources, to Individuals who meet financial eligibility standards in this Contract and meet one of the following criteria:
- 6.1.2.1.1 Are uninsured;
- 6.1.2.1.2 Have insurance, but are unable to pay the co-pay or deductible for services;
- 6.1.2.1.3 Are using excessive Crisis Services due to inability to access non-crisis behavioral health services; and
- 6.1.2.1.4 Have more than five visits over six months to the emergency department, withdrawal management facility, or a sobering center due to a SUD.
- 6.1.3 The Contractor must submit a network of contracted service Providers adequate to serve the population in the Contractor's RSA annually by November 1. If the Contractor fails to provide evidence of or HCA is unable to validate contracts with a

sufficient number of Providers, HCA may terminate this Contract. The network must have sufficient capacity to serve the RSA and include, at a minimum:

- 6.1.3.1 24/7/365 Telephone Crisis Intervention;
- 6.1.3.2 Designated Crisis Responder (DCR);
- 6.1.3.3 Evaluation and treatment (E&T) and Secure Withdrawal Management and Stabilization capacity to serve the RSA's non-Medicaid population;
- 6.1.3.4 Psychiatric inpatient beds to serve the RSA's non-Medicaid population, including direct contracts with community hospitals at a rate no greater than that outlined in the HCA FFS schedule; and
- 6.1.3.5 Staff to provide MRRCT outreach in the RSA.

6.1.4 The Contractor shall notify HCA ninety (90) calendar days prior to terminating any of its Subcontracts or entering into new Subcontracts with entities that provide direct services, including Crisis Services Providers. This notification shall occur prior to any public announcement of this change, and should include:

- 6.1.4.1 The reason for termination;
- 6.1.4.2 The Contractor's plan for notification of necessary stakeholders of the change in network; and
- 6.1.4.3 How the Contractor will ensure network adequacy with the loss of the subcontractor.

6.1.5 If a Subcontract is terminated or a site closure occurs in less than the ninety (90) calendar days, the Contractor shall notify HCA as soon as possible.

6.1.5.1 When a Subcontract is terminated or a site closes unexpectedly, the Contractor shall submit additional information to HCA in writing within seven (7) calendar days that includes:

- 6.1.5.1.1 Notification to statewide Behavioral Health Advocate services and Individuals;
- 6.1.5.1.2 A provision for uninterrupted services; and
- 6.1.5.1.3 Any information released to the media.

6.1.5.2 HCA reserves the right to impose sanctions, in accordance with the Sanctions subsection of this Contract, if the Contractor was notified by the terminating Provider in a timely manner and does not comply with the notification requirements of this Section.

6.1.5.2.1 If the Contractor does not receive timely notification from the terminating Provider, the Contractor shall provide

documentation of the date of notification along with the notice of loss of a terminating Provider.

- 6.1.5.3 Provider network information will be reviewed by HCA for:
 - 6.1.5.3.1 Completeness and accuracy;
 - 6.1.5.3.2 Removal of Providers who no longer contract with the Contractor; and
 - 6.1.5.3.3 The effect the change(s) in the Provider network will have on the Contractor's compliance with the network requirements of this Section.

6.1.6 The Contractor shall meet the following requirements when developing its network:

- 6.1.6.1 Only licensed or certified Behavioral Health Providers shall provide behavioral health services. Licensed or certified Behavioral Health Providers include, but are not limited to: Health Care Professionals, IHCPs, licensed agencies or clinics, or professionals operating under an agency affiliated license.
- 6.1.6.2 Within Available Resources, establish and maintain contracts with office-based opioid treatment Providers that have obtained a waiver under the Drug Addiction Treatment Act of 2000 to practice medication-assisted opioid addiction therapy.
- 6.1.6.3 Assist the state in expanding community-based alternatives for crisis stabilization, such as MRRCT outreach or crisis residential and respite beds.
- 6.1.6.4 Assist the state in expanding community-based, Recovery-oriented services, use of Certified Peer Counselors and Research- and Evidence-Based Practices.

6.1.7 If the Contractor, in HCA's sole opinion, fails to maintain an adequate network for Crisis Services, HCA reserves the right to immediately terminate this Contract.

6.2 Priority Population Considerations

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

- 6.2.1.1 The expected utilization of services, the characteristics and health care needs of the population, the number and types of Providers (training, experience and specialization) able to furnish services, and the geographic location of Providers and Individuals (including distance, travel time, means of transportation ordinarily used by Individuals, and whether the location is ADA accessible) for all Contractor funded Behavioral Health programs and services based on Available Resources.

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

6.2.2 The Contractor and its Subcontractors shall:

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

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

6.3 Hours of Operation for Network Providers

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

6.4 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 Contractor'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 HCA, Monday through Friday, year-round and shall provide customer service on all dates recognized as workdays for state employees. The Contractor shall report to HCA by December 1 of each year its scheduled non-Business Days for the upcoming calendar year.

6.4.1 The Contractor must notify HCA 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.

6.4.2 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.

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

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

6.4.3.2 Authorization requirements; and

6.4.3.3 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.

- 6.4.4 The Contractor shall staff its customer services line 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.
- 6.4.5 The Contractor shall train customer service representatives on GFS/FBG policies and procedures.

6.5 Priority Populations and Waiting Lists

The Contractor shall comply with the following requirements:

- 6.5.1 For SABG services:
 - 6.5.1.1 SABG services shall be provided in the following priority order to:
 - 6.5.1.1.1 Pregnant Individuals injecting drugs.
 - 6.5.1.1.2 Pregnant Individuals with SUD.
 - 6.5.1.1.3 Women with dependent children.
 - 6.5.1.1.4 Individuals who are injecting drugs or substances.
 - 6.5.1.2 The following are additional priority populations for SABG services, in no particular order:
 - 6.5.1.2.1 Postpartum women up to one year, regardless of pregnancy outcome).
 - 6.5.1.2.2 Individuals transitioning from residential care to outpatient care.
 - 6.5.1.2.3 Youth.
 - 6.5.1.2.4 Offenders.
- 6.5.2 The Contractor will implement protocols for maintaining Waiting Lists and providing Interim Services for members of SABG priority populations, who are eligible but for whom SUD treatment services are not available due to limitations in Provider capacity or Available Resources.

6.6 Access to SABG Services

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

- 6.6.1.1 The Individual's drug(s) of choice.
 - 6.6.1.2 The fact that an Individual is taking FDA approved medically-prescribed medications.
 - 6.6.1.3 The fact that an Individual is using over-the-counter nicotine cessation medications or actively participating in a nicotine replacement therapy regimen.
- 6.6.2 The Contractor shall, as required by the SABG, ensure Interim Services are provided for PPW and Individuals Using Intravenous Drugs (IUID).
- 6.6.2.1 Interim Services shall be made available within 48 hours of seeking treatment. The Contractor shall document the provision of Interim Services. Interim Services shall include, at a minimum:
 - 6.6.2.1.1 Counseling on the effects of alcohol and drug use on the fetus for pregnant women.
 - 6.6.2.1.2 Referral for prenatal care.
 - 6.6.2.1.3 Human immunodeficiency virus (HIV) and tuberculosis (TB) education.
 - 6.6.2.2 TB treatment services if necessary IUID.
 - 6.6.2.3 Admission to treatment services for the intravenous drug user shall be provided within fourteen (14) calendar days after the Individual makes the request, regardless of funding source.
 - 6.6.2.4 If there is no treatment capacity within fourteen (14) calendar days of the initial Individual request, offer or refer the Individual to Interim Services within 48 hours of the initial request for treatment services.
- 6.6.3 A pregnant Individual who is unable to access residential treatment due to lack of capacity and is in need of withdrawal management, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours.
- 6.6.4 Capacity Management (42 U.S.C. § 300-23 and 42 U.S.C. § 300X 27)
- 6.6.4.1 The Contractor must notify HCA, in writing, when its network of SABG Providers is at 90 percent capacity.
 - 6.6.4.2 On a quarterly basis, submit the SABG Capacity Management report on the last day of the month following the close of the quarter.
 - 6.6.4.3 The Capacity Management Form must identify PPW and IUID Providers receiving SABG funds, who are at 90 percent capacity, and what action was taken to address capacity.

- 6.6.5 Tuberculosis Screening, Testing and Referral (42 U.S.C. § 300x-24(a) and 45 C.F.R. § 96.127).
 - 6.6.5.1 The Contractor must directly or through arrangement with other public entities, make tuberculosis services available to each Individual receiving SABG-funded SUD treatment. The services must include tuberculosis counseling, testing, and provide for or refer Individuals with tuberculosis for appropriate medical evaluation and treatment.
 - 6.6.5.2 When an Individual is denied admission to the tuberculosis program because of the lack of capacity, the Contractor will refer the Individual to another Provider of tuberculosis services.
 - 6.6.5.3 The Contractor must conduct case management activities to ensure the Individual receives tuberculosis services.
- 6.6.6 Outreach to Individuals Using Intravenous Drugs (IUID)
 - 6.6.6.1 The Contractor shall ensure that Opioid Dependency Outreach is provided to IUID. (45 C.F.R. § 96.126)(e)).

7 QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

7.1 Quality Management Program

- 7.1.1 The Contractor shall ensure its Quality Management (QM) program addresses the following elements:
 - 7.1.1.1 GFS/FBG requirements according to this Contract and meets Crisis Services Performance Measures, described in this Contract 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. This may include feedback and grievance data from the statewide Behavioral Health Advocate program;
 - 7.1.1.5 Inclusion of Provider voice and experience, which may include feedback through involvement in Contractor committees, Provider complaints, and Provider appeals; and
 - 7.1.1.6 Involvement of Contractor's Behavioral Health Medical Director in the QM program.
- 7.1.2 The Contractor shall participate in a BHAB and attend meetings as required by established bylaws.
- 7.1.3 The Contractor's Behavioral Health Medical Director participates in the HCA or MCO meetings and policy development on emerging technologies for the treatment of behavioral health conditions and related decisions. 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 HCA. The monitoring review process and examination shall be implemented and conducted by HCA 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 to this Contract to HCA. 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 HCA compliance monitoring review as needed to reduce duplicated work for both the Contractor and the state.

7.2.3 The 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 HCA in Quality Review activities. Participation will include at a minimum:

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

7.2.4.2 The completion of site visit protocols provided by HCA.

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

7.3 Performance-Measurement

7.3.1 At HCA's discretion, individual performance measures will be linked to potential payment adjustments.

7.3.2 The Contractor shall comply with the reporting and data submissions requirements as directed by HCA.

7.4 Critical Incident Reporting

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

7.4.1 The Contractor shall establish a Critical Incident Management System consistent with all applicable laws and shall include policies and procedures for identification of incidents, reporting protocols and oversight responsibilities. The Contractor shall designate a Critical Incident Manager responsible for administering the Incident Management System and ensuring compliance with the requirements of this Section.

7.4.2 Individual Critical Incident Reporting

- 7.4.2.1 The Contractor shall submit an Individual Critical Incident report for the following incidents that occur:
 - 7.4.2.1.1 To an Individual receiving BH-ASO funded services and occurred within a contracted behavioral health facility (inpatient psychiatric, behavioral health agencies), FQHC, or by independent behavioral health Provider.
 - 7.4.2.1.1.1 Abuse, neglect, or sexual/financial exploitation 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 within the previous 365 days. Acts allegedly committed, to include:
 - 7.4.2.1.2.1 Homicide or attempted homicide;
 - 7.4.2.1.2.2 Arson;
 - 7.4.2.1.2.3 Assault or action resulting in serious bodily harm which has the potential to cause prolonged disability or death;
 - 7.4.2.1.2.4 Kidnapping; and
 - 7.4.2.1.2.5 Sexual assault.
 - 7.4.2.1.3 Unauthorized leave from a behavioral health facility during an involuntary detention, when funded by the Contractor.
 - 7.4.2.1.4 Any event involving an Individual that has attracted or is likely to attract media coverage, when funded by the Contractor. (Contractor shall include the link to the source of the media, as available).
- 7.4.2.2 The Contractor shall report critical incidents within one (1) Business Day of becoming aware of the incident and shall report incidents that have occurred within the last thirty (30) calendar days, with the exception of incidents that have resulted in or are likely to attract media coverage. Media related incidents should be reported to HCA as soon as possible, not to exceed one (1) Business Day.

- 7.4.2.2.1 The Contractor shall enter the initial report, follow-up, and actions taken into the HCA Incident Reporting System <https://fortress.wa.gov/hca/ics/>, using the report template within the system.
- 7.4.2.2.2 If the system is unavailable the Contractor shall report Critical Incidents to HCABHASO@hca.wa.gov.
 - 7.4.2.2.2.1 HCA may ask for additional information as required for further research and reporting. The Contractor shall provide information within three (3) Business Days of HCA's request.
- 7.4.2.2.3 Reporting this information to HCA does not discharge the Contractor from completing mandatory reporting requirements, such as notifying the DOH, law enforcement, Residential Care Services, and other protective services.

7.4.3 Population Based Reporting

- 7.4.3.1 The Contractor shall submit a semi-annual report of all Critical Incidents tracked for Individuals receiving BH-ASO funded services during the previous six months. The report shall include an analysis of the following incidents:
 - 7.4.3.1.1 Incidents reported through the HCA Incident Reporting System;
 - 7.4.3.1.2 Incidents posing a credible threat to an Individual's safety;
 - 7.4.3.1.3 Suicide and attempted suicide; and
 - 7.4.3.1.4 Poisoning/overdoses unintentional or intention unknown.
- 7.4.3.2 The following shall be addressed in the analysis:
 - 7.4.3.2.1 How the incident reporting program has been structured and operationalized;
 - 7.4.3.2.2 The number and types of critical incidents and comparisons over time;
 - 7.4.3.2.3 Trends found in the population (i.e., regional differences, demographic groups, vulnerable populations, other as defined by Contractor);
 - 7.4.3.2.4 Actions taken by the Contractor to reduce incidents based on the analysis, and other actions taken and why;

7.4.3.2.5 The Contractor's evaluation of how effective their critical incident reporting program has been over the reporting period and changes that will be made, as needed.

7.4.3.3 The report shall be submitted as a Word document and is due no later than the last Business Day of January and July for the prior six month period. The January report shall reflect incidents that occurred July through December and the July report shall reflect incidents that occurred January through June.

7.4.3.4 The Contractor shall also include a data file of all Critical Incidents from which the analysis is made using a template provided by HCA.

7.5 Health Information Systems

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

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

- 7.5.1 Collect, analyze, integrate, and report data. The system must provide information on areas including, but not limited to utilization, and fund availability by service 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 HCA upon request, to the extent permitted by the HIPAA Privacy Rule (45 C.F.R. Part 160 and Subparts A and E of Part 164 and RCW 70.02.005).
- 7.5.4 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 Establish and maintain web-based portals with appropriate security features that allow referrals, requests for prior authorizations, claims/encounters submission, and claims/encounters status updates.

- 7.5.6 Have information systems that enable paperless submission, automated processing, and status updates for prior authorization and other utilization management related requests.
- 7.5.7 Maintain behavioral health content on a website that meets the following minimum requirements.
 - 7.5.7.1 Public and secure access via multi-level portals for providing web-based training, standard reporting, and data access for the effective management and evaluation of the performance of the Contract and the service delivery system as described under this Contract.
 - 7.5.7.2 The Contractor shall organize the website to allow for easy access of information by Individuals, family members, network Providers, stakeholders and the public in compliance with the ADA. The Contractor shall include on its website, at a minimum, the following information or links:
 - 7.5.7.2.1 Hours of operations;
 - 7.5.7.2.2 How to access information on Contracted Services and toll-free crisis telephone numbers;
 - 7.5.7.2.3 Telecommunications device for the deaf/text telephone numbers;
 - 7.5.7.2.4 Information on the right to choose a qualified behavioral health service Provider, including IHCPs, when available and medically necessary; and
 - 7.5.7.2.5 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 HCA on quality control and review of behavioral health supplemental data submitted to HCA.
 - 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 HCA’s BHDS complete, accurate, and timely supplemental data for behavioral health services for which the Contractor has collected for

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

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

7.6.2.1 When reporting ITA investigations, the Contractor will report to HCA the NPI of the facility to which the Individual was detained. This will include both mental health and substance use disorder detentions.

7.6.2.2 For Individuals on a Single Bed Certification the ASO will report the NPI of the hospital accepting the Single Bed Certification.

7.6.2.3 When reporting commitment data, the Contractor will include the NPI of the facility to which the Individual was committed. This also applies to Individuals who have had a revocation hearing and are returned to a secure inpatient facility.

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 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, agreement resulting from a lawsuit, or legislative action, HCA will provide written 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 HCA, provide notice of changes or updates to subcontractors.

7.7.2 The Contractor shall request technical assistance from HCA as needed. HCA will respond within two to three Business Days of a request for technical assistance by the Contractor. Submit request to mmishelp@hca.wa.gov.

7.7.2.1 The Contractor is responsible for providing technical assistance as needed to any subcontractors and Providers.

7.8 Submission of Behavioral Health Supplemental Data

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

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 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 HCA.

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 HCA 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 HCA 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.hca.wa.gov/billers-providers-partners/programs-and-services/model-managed-care-contracts>. Submit the certification to ENCOUNTERDATA@hca.wa.gov whenever supplemental data files are sent to the BHDS.

- 7.8.4.4 The Contractor shall submit a signed Monthly Certification of the Behavioral Health Supplemental Data Batch Submissions to ENCOUNTERDATA@hca.wa.gov. Report template available at: <https://www.hca.wa.gov/billers-providers-partners/programs-and-services/model-managed-care-contracts>. 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 HCA'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 BHDG to support accurate data reporting and accurate matching with encounter data records submitted to the ProviderOne system.
 - 7.9.1.3 Submitted supplemental data must pass all BHDS edits with a disposition of accept as listed in the BHDG or as sent out in communications from HCA 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 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 thirty (30) 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 HCA 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 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 an HCA data quality review must be submitted within thirty (30) calendar days from notification by HCA.
- 7.9.4.3 The Contractor 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 thirty (30) calendar days to make corrections and resubmit identified supplemental transactions, then written notice must be submitted by the Contractor to HCA including reason for delay and date of completion. The Contractor shall notify HCA at mmishelp@hca.wa.gov or the specific email listed in the notification sent by HCA, and HCA 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 HCA on quality control and review of encounter data submitted to HCA.
- 7.10.2 Submit to HCA 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 HCA, 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 HCA ProviderOne system edits with a disposition of accept as listed in the Encounter Data Reporting Guide or sent out in communications from HCA 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 HCA's data quality standards as defined and subsequently amended.
- 7.10.3 HCA 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 HCA for the month of (indicate month and year) all paid claims for all claim types;
 - 7.10.4.2 The Contractor has reviewed the claims data for the month of submission; and
 - 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 HCA 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 HCA collects and uses this 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 Contractor and HCA.

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

7.10.7 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 HCA at HCABHASO@hca.wa.gov.

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.
- 8.1.2 The Contractor shall submit policies and procedures to HCA for review upon request by HCA 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 shall provide all relevant policies and procedures to its Providers and Subcontractors, including but not limited to: billing, critical incidents, and other reporting requirements.
- 8.1.4 The Contractor's policies and procedures shall:
 - 8.1.4.1 Direct and guide the Contractor's employees, Subcontractors, and any non-contracted Providers' compliance with all applicable federal, state, and contractual requirements.
 - 8.1.4.2 Comply with the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Contractor's RSA.
 - 8.1.4.3 Fully articulate the requirements.
 - 8.1.4.4 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.
 - 8.1.4.5 Include monitoring of compliance, prompt response to detected non-compliance, and effective corrective action.

9 SUBCONTRACTS

9.1 Contractor Remains Legally Responsible

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

9.2 Provider Nondiscrimination

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

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

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

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

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

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

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

9.3 Required Provisions

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

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

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

9.3.1.3 Procedures and specific criteria for terminating the Subcontract.

9.3.1.4 Identification of the services to be performed by the Subcontractor and

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

- 9.3.1.5 Reimbursement rates and procedures for services provided under the Subcontract, including the use of the Contractor's own fee schedule for all services provided, other than for psychiatric inpatient services provided in a community hospital.
 - 9.3.1.6 Release to the Contractor of any information necessary to perform any of its obligations under this Contract.
 - 9.3.1.7 Reasonable access to facilities, and financial and medical records for duly authorized representatives of HCA or DOH for audit purposes and immediate access for Medicaid Fraud investigators.
 - 9.3.1.8 The requirement to submit complete and accurate reports and data required under the Contract, including encounter data that complies with HCA SERI Guide, HCA Encounter Data Reporting Guide (EDRG), and Behavioral Health Supplemental Transactions that complies with the BHDS Guide, to the Contractor. The Contractor shall ensure that all Subcontractors required to report encounter and Behavioral Health Supplemental Transactions data have the capacity to submit all HCA required data to enable the Contractor to meet the requirements under the Contract. Behavioral Health Supplemental Transactions related to services provided to Individuals must be submitted within thirty (30) calendar days from the date of service or event.
 - 9.3.1.8.1 The Contractor shall work with IHCPs to develop a mechanism to collect reports and data that will minimize duplication of reporting for IHCPs that submit reports and data to HCA without using the Contractor's processes or systems.
 - 9.3.1.9 The requirement to comply with the Program Integrity requirements of this Contract and the Contractor's HCA approved Program Integrity policies and procedures.
 - 9.3.1.10 The requirement to refer potential allegations of Fraud to HCA and as described in Section 13 of this Contract.
 - 9.3.1.11 A requirement to comply with the applicable state and federal statutes, rules and Regulations as set forth in this Contract.
 - 9.3.1.12 A requirement to comply with any term or condition of this Contract that is applicable to the services to be performed under the Subcontract.
- 9.3.2 The Contractor shall administer Subcontractor inpatient claims payment in accordance with WAC 182-502-150, which includes timeliness standards.

- 9.3.3 The Contractor shall provide the following information regarding the Grievance and Appeal System for GFS/FBG funded Contracted Services to all Subcontractors:
- 9.3.3.1 The toll-free numbers to file oral Grievances and Appeals.
 - 9.3.3.2 The availability of assistance in filing a Grievance or Appeal.
 - 9.3.3.3 The Individual's right to file Grievances and Appeals and their requirements and timeframes for filing.
 - 9.3.3.4 The Individual's right to an Administrative Hearing, how to obtain an Administrative Hearing and representation rules at an Administrative Hearing.
- 9.3.4 The Contractor may not delegate its responsibility to contract with a Provider network. This does not prohibit a contracted, licensed Provider from subcontracting with other appropriately licensed Providers so long as the subcontracting provisions of this Contract are met.
- 9.3.5 The responsibilities found in the Quality Management Section in this Contract may not be delegated to a contracted network Behavioral Health Agency.
- 9.3.6 HCA may place limits on delegating financial risk to any Subcontractor in any amount and is subject to review and approval by HCA.

9.4 Management of Subcontracts

- 9.4.1 The Contractor shall evaluate any prospective Subcontractor's ability to perform the activities for which that Subcontractor is contracting, including the Subcontractor's ability to perform delegated activities described in the subcontracting document.
- 9.4.2 FBG funds may not be used to pay for services provided prior to the execution of Subcontracts, or to pay in advance of service delivery.
- 9.4.3 The Contractor shall not provide GFS or FBG funds to a county unless a county is a licensed service Provider and is providing direct services.

9.5 Provider Subcontracts

The Contractor's Subcontracts shall contain the following provisions:

- 9.5.1 A statement that Subcontractors receiving GFS or FBG funds shall cooperate with the Contractor or HCA-sponsored Quality Improvement (QI) activities.
- 9.5.2 A means to keep records necessary to adequately document services provided to Individuals for all delegated activities including QI, Utilization Management, and Individual Rights and Protections.

- 9.5.3 For FBG funding, the Subcontractor shall make a good faith effort to invoice the Contractor for all services rendered: .
- 9.5.3.1 within thirty (30) calendar days after the end of the month services were provided; or
 - 9.5.3.2 within thirty (30) days after the funding source end date or the end of the grant funding year.
- 9.5.4 For Providers, a requirement to provide discharge planning services which shall, at a minimum:
- 9.5.4.1 Coordinate a community-based discharge plan for each Individual served under this Contract beginning at intake. Discharge planning shall apply to all Individuals regardless of length of stay or whether they complete treatment.
 - 9.5.4.2 Coordinate exchange of assessment, admission, treatment progress, and continuing care information with the referring entity. Contact with the referral agency shall be made within the first week of residential treatment.
 - 9.5.4.3 Establish referral relationships with assessment entities, outpatient Providers, vocational or employment services, and courts which specify aftercare expectations and services, including procedure for involvement of entities making referrals in treatment activities.
 - 9.5.4.4 Coordinate, as needed, with DBHR prevention services, vocational services, housing services and supports, and other community resources and services that may be appropriate, including the DCYF, and the DSHS Economic Services Administration including Community Service Offices (CSOs), Tribal governments and non-Tribal IHCPs.
 - 9.5.4.5 Coordinate services to financially-eligible Individuals who are in need of medical services.
- 9.5.5 A requirement that residential treatment Providers ensure that priority admission is given to the populations identified in this Contract.
- 9.5.6 Requirements for information and data sharing to support Care Coordination consistent with this Contract.
- 9.5.7 A requirement to implement a Grievance Process that complies with WAC 182-538C-110 and as described in the Grievance and Appeal System Section of this Contract.
- 9.5.8 A requirement that termination of a Subcontract shall not be grounds for an Appeal, Administrative Hearing, or a Grievance for the Individual if similar services are immediately available in the service area.
- 9.5.9 Requirements for how Individuals will be informed of their right to a Grievance or Appeal in the case of:

- 9.5.9.1 Denial or termination of service related to medical necessity determinations.
- 9.5.9.2 Failure to act upon a request for services with reasonable promptness.
- 9.5.10 A requirement that the Subcontractor shall comply with chapter 71.32 RCW (Mental Health Advance Directives).
- 9.5.11 A requirement to provide Individuals access to translated information and interpreter services as described in the Materials and Information Section of this Contract.
- 9.5.12 A requirement for adherence to established protocols for determining eligibility for services consistent with this Contract.
- 9.5.13 A requirement to use the Integrated Co-Occurring Disorder Screening Tool (GAIN-SS found at <https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/gain-ss>). The Contractor shall include requirements for training staff that will be using the tool(s) to address the screening and assessment process, the tool and quadrant placement as well as requirements for corrective action if the process is not implemented and maintained throughout the Contract's period of performance.
- 9.5.14 A requirement for subcontracted staff to participate in training when requested by HCA. Exceptions must be in writing and include a plan for how the required information shall be provided to them.
- 9.5.15 A requirement to conduct criminal background checks and maintain related policies and procedures and personnel files consistent with requirements in chapter 43.43 RCW and chapter 246-341 WAC.
- 9.5.16 Requirements for nondiscrimination in employment and Individual services.
- 9.5.17 Protocols for screening for Debarment and suspension of certification.
- 9.5.18 Requirements to identify funding sources consistent with the Payments and Sanctions Section of this Contract, FBG reporting requirements and the rules for payer responsibility found in the table "How do Providers identify the correct payer" within the Apple Health Mental Health Services Billing Guide.
- 9.5.19 A requirement to participate in the peer review process when requested by HCA. (42 U.S.C. § 300x-53(a) and 45 C.F.R. § 96.136). The MHBG and SABG requires an annual peer review by individuals with expertise in the field of drug abuse treatment (for SABG) and individuals with expertise in the field of mental health treatment (for MHBG). At least 5 percent of treatment Providers will be reviewed.
- 9.5.20 The Contractor shall ensure that the Charitable Choice Requirements of 42 C.F.R. Part 54 are followed, and that Faith-Based Organizations (FBO) are provided opportunities to compete with SUD Providers for funding.

- 9.5.21 If the Contractor Subcontracts with FBOs, the Contractor shall require the FBO to meet the requirements of 42 C.F.R. Part 54 as follows:
- 9.5.21.1 Individuals requesting or receiving SUD services shall be provided with a choice of SUD treatment Providers.
 - 9.5.21.2 The FBO shall facilitate a referral to an alternative Provider within a reasonable time frame when requested by the recipient of services.
 - 9.5.21.3 The FBO shall report to the Contractor all referrals made to alternative Providers.
 - 9.5.21.4 The FBO shall provide Individuals with a notice of their rights.
 - 9.5.21.5 The FBO provides Individuals with a summary of services that includes any religious activities.
 - 9.5.21.6 Funds received from the FBO must be segregated in a manner consistent with federal Regulations.
 - 9.5.21.7 No funds may be expended for religious activities.
- 9.5.22 A requirement that the Subcontractor shall respond with all available records in a timely manner to law enforcement inquiries regarding an Individual's eligibility to possess a firearm under RCW 9.41.040(2)(C)(iv).
- 9.5.22.1 The Contractor shall report new commitment data within 24 hours. Commitment information under this Section does not need to be re-sent if it is already in the possession of HCA. The Contractor and HCA shall be immune from liability related to the sharing of commitment information under this Section (RCW 71.05.740).
- 9.5.23 Delegated activities are documented and agreed upon between Contractor and Subcontractor. The document must include:
- 9.5.23.1 Assigned responsibilities.
 - 9.5.23.2 Delegated activities.
 - 9.5.23.3 A mechanism for evaluation.
 - 9.5.23.4 Corrective action policy and procedure.
- 9.5.24 A requirement that information about Individuals, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and Regulations.
- 9.5.25 The Subcontractor agrees to hold harmless HCA and its employees, and all Individuals served under the terms of this Contract in the event of non-payment by the Contractor. The Subcontractor further agrees to indemnify and hold harmless HCA and

its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of the Subcontractor, its agents, officers, employees or contractors.

- 9.5.26 A ninety (90) calendar day termination notice provision.
- 9.5.27 A specific provision for termination with short notice when a Subcontractor is excluded from participation in the Medicaid program.
- 9.5.28 A provision for ongoing monitoring and compliance review when the Contractor identifies deficiencies or areas requiring improvement and provide for corrective action.
 - 9.5.28.1 The Contractor shall ensure that Subcontractors have complied with data submission requirements established by HCA for all services funded under the Contract.
 - 9.5.28.2 The Contractor shall ensure that the Subcontractor updates individual funding information when the funding source changes.
 - 9.5.28.3 The Contractor shall maintain written or electronic records of all Subcontractor monitoring activities and make them available to HCA upon request.
- 9.5.29 A statement that Subcontractors shall comply with all applicable required audits including authority to conduct a Facility inspection, and the federal OMB Super Circular, 2 C.F.R. § 200.501 and 45 C.F.R. § 75.501 audits.
 - 9.5.29.1 The Contractor shall submit a copy of the OMB audit performed by the state Auditor to the HCA Contact identified on page one of the Contract within ninety (90) calendar days of receipt by the Contractor of the completed audit.
 - 9.5.29.1.1 If a Subcontractor is subject to OMB Super Circular audit, the Contractor shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per OMB Super Circular requirements.
 - 9.5.29.1.2 If a Subcontractor is not subject to OMB Super Circular, the Contractor shall perform sub-recipient monitoring in compliance with federal requirements.
- 9.5.30 The Contractor shall document and confirm in writing all single case agreements with Providers. The agreement shall include:
 - 9.5.30.1 The description of the services;
 - 9.5.30.2 The authorization period for the services, including the begin date and the

end date for approved services;

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

9.5.30.4 Any other specifics of the negotiated rate.

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

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

9.6 Monitoring of Subcontracts

9.6.1 All activities and services performed in accordance with this Contract, which are not performed directly by the Contractor, must be subcontracted according to the terms set forth by the Community BHAB-approved MHBG project plan or SABG project plan.

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

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

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

9.6.5 The Contractor shall submit to HCA an annual Certification in writing that the Subcontractor meets all requirements under the Contract and that the Subcontract contains all required language under the Contract, including any data security, confidentiality, and/or Business Associate language as appropriate. The certification must be submitted to HCABHASO@hca.wa.gov by January 31.

9.6.6 The Contractor shall ensure that its Subcontractors receive an independent audit if the Subcontractor expends a total of \$750,000 or more in federal awards from any and/or all sources in any state fiscal year. The Contractor shall require all Subcontractors submit to the Contractor the data collection form and reporting package specified in 2 C.F.R. Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor within ten (10) Business Days of audit reports being completed and received by Subcontractors. The Contractor shall follow up with any corrective actions for all Subcontractor audit findings in accordance with 2 C.F.R. Part 200, Subpart F. The Contractor shall retain

documentation of all Subcontractor monitoring activities; and, upon request by HCA, shall immediately make all audits and/or monitoring documentation available to HCA.

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

9.6.7.1 Expenditures are accounted for by revenue source.

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

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

9.6.7.4 As negotiated through consultation between HCA and Tribes, the Contractor shall not request on-site inspections of Tribes, including facilities and programs operated by Tribes or Tribal Organizations.

9.7 Subcontracts with Indian Health Care Providers

9.7.1 The Contractor shall coordinate with and pay all IHCPs enrolled with the HCA who provide a service to an Individual under this Contract regardless of the IHCP's decision whether to subcontract.

9.7.2 If, at any time during the term of this Contract, an IHCP submits a written request to the Contractor at the mailing address set forth on the cover page of this Contract indicating such IHCP's intent to enter into a subcontract with the Contractor, the Contractor must negotiate in good faith with the IHCP. The Contractor will offer and negotiate contracts in good faith to all IHCPs, including any tribal care coordination or related services. To be offered in good faith, a Contractor must offer contract terms comparable to terms that it offers to a similarly situated non-IHCP Provider, except for terms that would not be applicable to an IHCP, such as by virtue of the types of services that an IHCP provides. The Contractor will provide verification of such offers on request for the state to verify compliance with this provision.

9.7.2.1 The subcontract must reference the IHCP's ability to submit complaints to the HCA for resolution and for the HCA to facilitate resolution directly with the Contractor.

9.7.3 Any subcontracts with IHCPs must be consistent with the laws and regulations that are applicable to the IHCP.

9.7.4 In the event that the Contractor and the IHCP fail to reach an agreement on a subcontract within ninety (90) calendar days from the date of the IHCP's written request, the IHCP may request HCA's assistance in facilitating resolution. Executive

leadership of the Contractor must attend this meeting in person and be permitted to have legal counsel present.

- 9.7.5 The Contractor will include reference in any contract between the Contractor and the IHCP to the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Contractor's RSA.

9.8 Subcontracts Delegating Administrative Functions

- 9.8.1 Subcontracts that delegate Administrative Functions under the terms of this Contract shall include the following provisions in addition to those requirements found in subsection 9.3.1:

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

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

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

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

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

9.8.1.6 Requirements for nondiscrimination in employment and the provision of delegated administrative functions to Individuals.

9.8.1.7 A means to keep records necessary to adequately document services provided to Individuals for all delegated activities in a manner consistent with state and federal laws and regulations.

9.8.1.8 A provision for ongoing monitoring and compliance review when the Contractor identifies deficiencies or areas requiring improvements and provide for corrective action.

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

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

9.8.2.2 Prohibits employees and/or board members from participating in actions

which could impact or give the appearance of impacting a personal interest or the interest of any corporate, partnership or association in which the employee or board member is directly or indirectly involved.

- 9.8.2.3 Prohibits access to information regarding proprietary information for other Providers including, but not limited to, reimbursement rates for any Subcontractor that provides behavioral health services and administrative services under the Contract.

9.9 Provider Education

- 9.9.1 The Contractor shall inform GFS and FBG Providers in writing regarding these requirements:
 - 9.9.1.1 Contracted Services for Individuals served under this Contract.
 - 9.9.1.2 Coordination of care requirements.
 - 9.9.1.3 HCA and the Contractor's policies and procedures as related to this Contract.
 - 9.9.1.4 Data interpretation.
 - 9.9.1.5 Requirements for Utilization Management (UM) decision making, procedure coding, and submitting claims for GFS and FBG funded services.
 - 9.9.1.6 Care management staff who can assist in care transitions and care management activity.
 - 9.9.1.7 Program Integrity requirements.
 - 9.9.1.8 Ensure Contractor sponsored Certified Peer Counselor trainings are offered in accordance with DBHR policies. Policy requirements include the use of DBHR approved curriculum, trainers, testers and applicants.
 - 9.9.1.9 The Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Contractor's RSA.

9.10 Provider Payment Standards

- 9.10.1 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, 95 percent of clean claims and encounters within thirty (30) calendar days of receipt, 95 percent of all claims within sixty (60) calendar days of receipt and 99 percent 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.
 - 9.10.1.1 A claim is a bill for services, a line item of service, or all services for one Individual within a bill.

- 9.10.1.2 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.
- 9.10.1.3 The date of receipt is the date the Contractor receives the claim or encounter from the Provider.
- 9.10.1.4 The date of payment is the date of the check or other form of payment.
- 9.10.2 The Contractor shall update its claims and encounter system to support hardcopy and electronic submission of claims, adjustment claims, encounters, payments and bills for all Contracted Service types for which claims submission is required.

9.11 Coordination of Benefits (COB) and Subrogation of Rights of Third-Party Liability

9.11.1 Coordination of Benefits:

- 9.11.1.1 The services and benefits available under this Contract shall be secondary to any other coverage.
- 9.11.1.2 Nothing in this Section negates any of the Contractor's responsibilities under this Contract. The Contractor shall:
 - 9.11.1.2.1 Not refuse or reduce services provided under this Contract solely due to the existence of similar benefits provided under any other health care contracts (RCW 48.21.200), except in accord with applicable COB rules in WAC 284-51.
 - 9.11.1.2.2 Attempt to recover any third-party resources available to Individuals and make all records pertaining to COB collections for Individuals available for audit and review.
 - 9.11.1.2.3 Pay claims for Contracted Services when probable third-party liability has not been established or the third-party benefits are not available to pay a claim at the time it is filed.
 - 9.11.1.2.4 Coordinate with out-of-network Providers with respect to payment to ensure the cost to Individuals is no greater than it would be if the services were furnished within the network.
 - 9.11.1.2.5 Communicate the requirements of this Section to Subcontractors that provide services under the terms of this Contract and assure compliance with them.
 - 9.11.1.2.6 Ensure subcontracts require the pursuit and reporting of all third-party revenue related to services provided under this agreement, including pursuit of FFS Medicaid funds provided for AI/AN Individuals who did not opt into managed care.

9.12 Sliding Fee Schedule

- 9.12.1 Subcontracted Providers may develop and implement a sliding fee schedule for Individuals that takes into consideration an Individual's circumstances and ability to pay. If the Provider selects to develop a fee schedule, the fee schedule must be reviewed and approved by the Contractor.
- 9.12.2 In developing sliding fee schedules, Providers must comply with the following:
 - 9.12.2.1 Put the sliding fee schedule in writing that is non-discriminatory;
 - 9.12.2.2 Include language in the sliding fee schedule that no Individual shall be denied services due to inability to pay;
 - 9.12.2.3 Provide signage and information to Individuals to educate them on the sliding fee schedule;
 - 9.12.2.4 Protect Individual's privacy in assessing fees;
 - 9.12.2.5 Maintain records to account for each Individual's visit and any charges incurred;
 - 9.12.2.6 Charge Individuals at or below 100 percent of Federal Poverty Level (FPL) a nominal fee or no fee at all; and
 - 9.12.2.7 Develop at least three incremental amounts on the sliding fee scale for Individuals between 101 to 220 percent FPL.

9.13 Cost Sharing Assistance

- 9.13.1 The Contractor may use block grant funds to help Individuals satisfy cost-sharing requirements for SABG-authorized SUD services or MHBG-authorized mental health services. The Contractor must ensure that:
 - 9.13.1.1 The Provider is a recipient of block grant funds;
 - 9.13.1.2 Cost-sharing is for a block grant authorized service;
 - 9.13.1.3 Payments are in accordance with SABG or MHBG laws and regulations;
 - 9.13.1.4 Cost-sharing payments are made directly to the Provider of the service; and
 - 9.13.1.5 A report is provided to HCA upon request that identifies:
 - 9.13.1.5.1 The number of Individuals provided cost-sharing assistance;
 - 9.13.1.5.2 The total dollars paid out for cost-sharing; and
 - 9.13.1.5.3 Providers who received cost-sharing funds.

10 PROVIDER CREDENTIALING

10.1 Credentialing and Recredentialing Requirements

- 10.1.1 The Contractor shall collaborate with HCA to establish uniform Provider credentialing policies and procedures to contribute to reducing Provider burden. The Contractor's policies and procedures shall follow the State's requirements, which are in accordance with standards defined by the NCQA, related to the credentialing and re-credentialing of Health Care Professionals who have signed contracts or participation agreements with the Contractor (chapter 246-12 WAC). Credentialing processes support administrative simplification efforts through OneHealthPort's credentialing portal.
- 10.1.2 The Contractor's policies and procedures shall ensure compliance with requirements described in this Section.
- 10.1.2.1 The Contractor shall verify that all Subcontractors meet the licensure and certification requirements as established by state and federal statute, administrative code, or as directed in this Contract.
- 10.1.2.2 The Contractor's behavioral health medical director shall have direct responsibility for and participation in the credentialing program.
- 10.1.2.3 The Contractor shall have a designated Credentialing Committee to oversee the credentialing process.
- 10.1.2.4 The Contractor may not discriminate in the participation, reimbursement, or indemnification of any Provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification. If the Contractor declines to include individual or groups of Providers in its Provider network, it must give the affected Providers written notice of the reason for its decision.
- 10.1.2.5 The Contractor is not responsible for credentialing Providers or facilities that are part of the Indian Health System.
- 10.1.2.6 The Contractor's credentialing and recredentialing program shall include:
- 10.1.2.6.1 Identification of the type of Providers credentialed and recredentialled, including mental health and SUD Providers.
- 10.1.2.6.2 Specification of the verification sources used to make credentialing and recredentialing decisions, including any evidence of Provider sanctions.
- 10.1.2.6.3 Use and dissemination of the Washington Provider Application (WPA).
- 10.1.2.6.4 A process for provisional credentialing that affirms that:

- 10.1.2.6.4.1 The practitioner may not be held in a provisional status for more than sixty (60) calendar days; and
- 10.1.2.6.4.2 The provisional status will only be granted one time and only for Providers applying for credentialing the first time.
- 10.1.2.6.4.3 Provisional credentialing shall include an assessment of:
 - 10.1.2.6.4.3.1 Primary source verification of a current, valid license to practice;
 - 10.1.2.6.4.3.2 Primary source verification of the past five (5) years of malpractice claims or settlements from the malpractice carrier or the results of the National Practitioner Databank query; and
 - 10.1.2.6.4.3.3 A current signed application with attestation.
- 10.1.2.6.5 Prohibition against employment or contracting with Providers excluded from participation in federal health care programs under federal law as verified through List of Excluded Individuals and Entities (LEIE).
- 10.1.2.6.6 A detailed description of the Contractor's process for delegation of credentialing and recredentialing to Subcontractors, if applicable.
- 10.1.2.6.7 Verification of Provider compliance with all Program Integrity requirements in this Contract.
- 10.1.2.7 The Contractor's process for communicating findings to the Provider that differ from the Provider's submitted materials shall include communication of the Provider's rights to:
 - 10.1.2.7.1 Review materials.
 - 10.1.2.7.2 Correct incorrect or erroneous information.
 - 10.1.2.7.3 Be informed of their credentialing status.
- 10.1.2.8 The Contractor's credentialing and recredentialing process for a decision within sixty (60) calendar days of the submission of the credentialing application when the Provider application is complete upon submission.

- 10.1.2.9 The Contractor's process for notifying Providers within fifteen (15) calendar days of the credentialing committee's decision.
- 10.1.2.10 An appeal process for Providers for quality reasons and reporting of quality issues to the appropriate authority and in accord with the Program Integrity requirements of this Contract.
- 10.1.2.11 The Contractor's process to ensure confidentiality.
- 10.1.2.12 The Contractor's process to ensure information provided to Individuals in accordance with the Information Requirements for Individuals subsection of this Contract are consistent with credentialing file content, including education, training, certification and specialty designation.
- 10.1.2.13 The Contractor's process for recredentialing Providers, at minimum every 36 months, through information verified from primary sources, unless otherwise indicated.
- 10.1.2.14 The Contractor's process to ensure that offices of Health Care Professionals meet office site standards established by the Contractor, allowing for on-site review for quality concerns.
- 10.1.2.15 The Contractor's system for monitoring sanctions, limitations on licensure, complaints and quality issues or information from identified adverse events and provide evidence of action, as appropriate based on defined methods or criteria.
- 10.1.2.16 The Contractor's process and criteria for assessing and reassessing organizational Providers in which the Contractor:
 - 10.1.2.16.1 Confirms that the Provider is in good standing with state and federal regulatory bodies (e.g., verification of state licensure);
 - 10.1.2.16.2 Confirms that the Provider has been reviewed and approved by an accrediting body within the previous thirty-six (36) months; or
 - 10.1.2.16.3 If the Provider is not accredited within the last 36 months, conducts an onsite quality assessment and verification of a process to ensure the organizational Provider credentials its Providers, which addresses review of Providers operating under the license of a licensed or certified agency.
- 10.1.2.17 The criteria used by the Contractor to credential and recredential practitioners shall include:
 - 10.1.2.17.1 Evidence of a current valid license or certification to practice;
 - 10.1.2.17.2 A valid Drug Enforcement Administration (DEA) or Controlled Dangerous Substances (CDS) certificate if applicable;

- 10.1.2.17.3 Evidence of appropriate education and training;
- 10.1.2.17.4 Board certification if applicable;
- 10.1.2.17.5 Evaluation of work history;
- 10.1.2.17.6 A review of any liability claims resulting in settlements or judgments paid on or on behalf of the Provider; and
- 10.1.2.17.7 A signed, dated attestation statement from the Provider that addresses:
 - 10.1.2.17.7.1 The lack of present illegal drug use;
 - 10.1.2.17.7.2 A history of loss of license and criminal or felony convictions;
 - 10.1.2.17.7.3 A history of loss or limitation of privileges or disciplinary activity;
 - 10.1.2.17.7.4 Current malpractice coverage;
 - 10.1.2.17.7.5 Any reason(s) for inability to perform the essential functions of the position with or without accommodation; and
 - 10.1.2.17.7.6 Accuracy and completeness of the application.
- 10.1.2.17.8 Verification that DCRs are authorized as such by the county authorities.
- 10.1.2.17.9 Verification of the NPI, the Provider's enrollment as a Washington Medicaid Provider, and the Social Security Administration's death master file.

11 INDIVIDUAL RIGHTS AND PROTECTIONS

11.1 General Requirements

- 11.1.1 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.
- 11.1.2 The Contractor and its Subcontractors shall guarantee that each Individual has the following rights:
 - 11.1.2.1 To information regarding the Individual's behavioral health status.
 - 11.1.2.2 To receive all information regarding behavioral health treatment options including any alternative or self-administered treatment, in a culturally-competent manner.
 - 11.1.2.3 To receive information about the risks, benefits, and consequences of behavioral health treatment (including the option of no treatment).
 - 11.1.2.4 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.
 - 11.1.2.5 To be treated with respect and with due consideration for his or her dignity and privacy.
 - 11.1.2.6 To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - 11.1.2.7 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.
 - 11.1.2.8 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.
- 11.1.3 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.

11.2 Culturally and Linguistically Appropriate Services (CLAS)

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

- 11.2.2 At a minimum, the Contractor shall:
- 11.2.2.1 Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis. (CLAS Standard 4);
 - 11.2.2.2 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);
 - 11.2.2.3 Inform all Individuals of the availability of language assistance services clearly and in their preferred language, verbally, and in writing. (CLAS Standard 6);
 - 11.2.2.4 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);
 - 11.2.2.5 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);
 - 11.2.2.6 Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations. (CLAS Standard 9);
 - 11.2.2.7 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
 - 11.2.2.8 Create conflict and Grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS Standard 14).

11.3 Mental Health Advance Directive (MHAD)

- 11.3.1 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.
- 11.3.2 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.
- 11.3.3 The Contractor shall maintain current copies of any MHAD in the Individual's records.
- 11.3.4 The Contractor shall inform Individuals that complaints concerning noncompliance with a MHAD should be referred to the DOH.

11.4 Individual Choice of Behavioral Health Provider

- 11.4.1 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.

11.5 Individual Charges for Contracted Services

- 11.5.1 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.
- 11.5.2 Providers may develop and implement a sliding fee schedule for Individuals that takes into consideration an Individual's circumstances and ability to pay. If the Provider selects to develop a fee schedule, the fee schedule must be reviewed and approved by the Contractor. Providers that offer a fee schedule must comply with the requirements in Subsection 9.12.

11.6 Individual Self-Determination

- 11.6.1 The Contractor shall ensure that all Providers:
 - 11.6.1.1 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;
 - 11.6.1.2 Comply with the provisions of the Natural Death Act (chapter 70.122 RCW) and state rules concerning Advance Directives (WAC 182-501-0125); and,
 - 11.6.1.3 When appropriate, inform Individuals of their right to make anatomical gifts (chapter 68.64 RCW).

12 UTILIZATION MANAGEMENT (UM) PROGRAM AND AUTHORIZATION OF SERVICES

12.1 Utilization Management Requirements

- 12.1.1 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:
- 12.1.1.1 Processes for evaluation and referral to services.
 - 12.1.1.2 Review of consistent application of criteria for provision of services within Available Resources and review of related Grievances.
 - 12.1.1.3 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.
 - 12.1.1.4 Monitor for over-utilization and under-utilization of services, including Crisis Services.
 - 12.1.1.5 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.
- 12.1.2 The Contractor shall develop and implement UM protocols for all services and supports funded solely or in part through GFS or FBG funds. The UM protocols shall comply with the following provisions:
- 12.1.2.1 The Contractor must have policies and procedures that establish a standardized methodology for determining when GFS and FBG resources are available for the provision of behavioral health services. The processes and methodology shall include the following components:
 - 12.1.2.1.1 An aggregate of spending across GFS and FBG fund sources under the Contract.
 - 12.1.2.1.2 For any case-specific review decisions, the Contractor shall maintain UM criteria when making authorization, continued stay and discharge determinations. The UM criteria shall address GFS and SABG priority population requirements.
 - 12.1.2.1.3 The Contractor shall use the six dimensions of the ASAM criteria to make medical necessity decisions for SUD services.

- 12.1.2.1.4 A plan to address under- or over-utilization patterns with Providers to avoid unspent funds or gaps in service at the end of a Contract period due to limits in Available Resources.
- 12.1.2.1.5 Education and technical assistance to address issues related to quality of care, medical necessity, timely and accurate claims submission or aligning service utilization with allocated funds to avoid disruption in service or unspent funds at the end of a Contract year.
- 12.1.2.1.6 Corrective action with Providers, as necessary, to address issues with compliance with state and federal Regulations or ongoing issues with patterns of service utilization.
- 12.1.2.1.7 A process to make payment denials and adjustments when patterns of utilization deviate from state, federal or Contract requirements (e.g., single source funding).
- 12.1.2.2 The Contractor shall monitor Provider discharge planning to ensure Providers meet requirements for discharge planning defined in this Contract.
- 12.1.3 The Contractor shall educate UM staff in the application of UM protocols including the criteria used in making UM decisions. UM protocols shall take into account the greater and particular needs of diverse populations, as reflected in Health Disparities, risk factors (such as ACEs for Individuals of any age), Historical Trauma, and the need for Culturally Appropriate Care
- 12.1.4 The Contractor shall ensure that all UM staff making service authorization decisions have been trained in working with the specific area of service which they are authorizing and managing and the needs and clinical risk factors of diverse populations.
- 12.1.5 The Contractor's policies and procedures related to UM shall comply with and require the compliance of Subcontractors with delegated authority for UM requirements described in this Section.
- 12.1.6 Authorization reviews shall be conducted by state licensed Behavioral Health Professionals with experience working with the populations and/or settings under review.
 - 12.1.6.1 The Contractor shall have UM staff with experience and expertise in working with Individuals of all ages with a SUD and who are receiving medication-assisted treatment.
- 12.1.7 Actions including any decision to authorize a service in an amount, duration or scope that is less than requested shall be conducted by:
 - 12.1.7.1 A physician board-certified or board-eligible in Psychiatry or Child and

Adolescent Psychiatry;

- 12.1.7.2 A physician board-certified or board-eligible in Addiction Medicine, a Subspecialty in Addiction Psychiatry; or
- 12.1.7.3 A licensed, doctoral level clinical psychologist.
- 12.1.8 The Contractor shall ensure that any behavioral health clinical peer reviewer who is subcontracted or works in a service center other than the Contractor's Washington State service center shall be subject to the same supervisory oversight and quality monitoring as staff located in the Washington State service center. This includes participation in initial orientation and at least annual training on Washington State specific benefits, protocols and initiatives.
- 12.1.9 The Contractor shall ensure that any behavioral health Actions must be peer-to-peer, that is, the credential of the licensed clinician making the decision to authorize service in an amount, duration or scope that is less than requested must be at least equal to that of the recommending clinician. In addition:
 - 12.1.9.1 A physician board-certified or board-eligible in Psychiatry must determine all inpatient level of care Actions for psychiatric treatment.
 - 12.1.9.2 A physician board-certified or board-eligible in Addiction Medicine, or a subspecialty in Addiction Psychiatry, must determine all inpatient level of care Actions (denials) for SUD treatment.
- 12.1.10 The Contractor shall not structure compensation to individuals or entities that conduct UM activities so as to provide incentives for the individual or entity to deny, limit, or discontinue Medically Necessary Services to any Individual.
- 12.1.11 The Contractor shall maintain written job descriptions of all Contractor UM staff. Contractor staff that review denials of care based on medical necessity shall have job descriptions that include a description of required education, training or professional experience in medical or clinical practice, and HIPAA training compliance.
- 12.1.12 The Contractor shall maintain evidence of a current, non-restricted license and HIPAA training compliance for staff that review denials of care based on medical necessity.
- 12.1.13 The Contractor shall have a sufficient number of behavioral health clinical reviewers available to conduct denial and appeal reviews or to provide clinical consultation on complex case review and other treatment needs.
- 12.1.14 The Contractor shall not penalize or threaten a Provider or facility with a reduction in future payment or termination of Participating Provider or participating facility status because the Provider or facility disputes the Contractor's determination with respect to coverage or payment for health care services.

12.2 Medical Necessity Determination

The Contractor shall collect all information necessary to make medical necessity determinations. The Contractor shall determine which Contracted Services are medically necessary according to the definition of Medically Necessary Services in this Contract. The Contractor's determination of medical necessity shall be final, except as specifically provided in Section 14 of this Contract.

12.3 Authorization of Services

- 12.3.1 The Contractor shall provide education and ongoing guidance and training to Individuals and Providers about its UM protocols and UM criteria, including ASAM Criteria for SUD services for admission, continued stay, and discharge criteria.
- 12.3.2 The Contractor shall have in effect mechanisms to ensure consistent application of UM review criteria for authorization decisions.
 - 12.3.2.1 The Contractor shall have mechanisms for at least annual assessment of interrater reliability of all clinical professionals and non-clinical staff involved in UM determinations.
- 12.3.3 The Contractor shall consult with the requesting Provider when appropriate, prior to issuing an authorization determination.

12.4 Timeframes for Authorization Decisions

- 12.4.1 The Contractor is required to acknowledge receipt of an authorization request for behavioral health inpatient services within two hours and provide a decision within 12 hours of receipt of the request.
- 12.4.2 The Contractor shall provide for the following timeframes for authorization decisions and notices:
 - 12.4.2.1 For denial of payment that may result in payment liability for the Individual, at the time of any Action or Adverse Authorization Determination affecting the claim.
 - 12.4.2.2 For termination, suspension, or reduction of previously authorized Contracted Services, ten (10) calendar days prior to such termination, suspension, or reduction, unless the criteria stated in 42 C.F.R. §§ 431.213 and 431.214 are met.
 - 12.4.2.3 Standard authorizations for planned or elective service determinations: The authorization decisions are to be made and notices of Adverse Authorization Determinations are to be provided as expeditiously as the Individual's condition requires. The Contractor must make a decision to approve, deny, or request additional information from the Provider within five (5) calendar days of the original receipt of the request. If additional information is required and requested, the Contractor must give the Provider five (5) calendar days to submit the information and then approve or deny the

request within four (4) calendar days of the receipt of the additional information.

12.4.2.3.1 An extension of up to fourteen (14) additional calendar days (not to exceed twenty-eight (28) calendar days total) is allowed under the following circumstances:

12.4.2.3.1.1 The Individual or the Provider requests the extension; or

12.4.2.3.1.2 The Contractor justifies and documents a need for additional information and how the extension is in the Individual's interest.

12.4.2.3.2 If the Contractor extends the timeframe past fourteen (14) calendar days of the receipt of the request for service:

12.4.2.3.2.1 The Contractor shall provide the Individual written notice within three (3) Business Days of the Contractor's decision to extend the timeframe. The notice shall include the reason for the decision to extend the timeframe and inform the Individual of the right to file a Grievance if he or she disagrees with that decision.

12.4.2.3.2.2 The Contractor shall issue and carry out its determination as expeditiously as the Individual's condition requires, and no later than the date the extension expires.

12.4.2.4 Expedited Authorization Decisions: For timeframes for authorization decisions not described in inpatient authorizations or standard authorizations, or cases in which a Provider indicates, or the Contractor determines, that following the timeframe for standard authorization decisions could seriously jeopardize the Individual's life or health, or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the Individual's condition requires.

12.4.2.4.1 The Contractor will make the decision within two (2) calendar days if the information provided is sufficient; or request additional information within one (1) calendar day if the information provided is not sufficient to approve or deny the request. The Contractor must give the Provider two (2) calendar days to submit the requested information and then approve or deny the request within two (2) calendar days.

12.4.2.4.2 The Contractor may extend the expedited time period by up to ten (10) calendar days under the following circumstances:

12.4.2.4.2.1 The Individual requests the extension; or

12.4.2.4.2.2 The Contractor justifies and documents a need for additional information and how the extension is in the Individual's interest.

12.4.2.5 Concurrent Review Authorizations: The Contractor must make its determination within one (1) Business Day of receipt of the request for authorization.

12.4.2.5.1 Requests to extend concurrent care review authorization determinations may be extended to within three (3) Business Days of the request of the authorization if the Contractor has made at least one attempt to obtain needed clinical information within the initial one (1) Business Day after the request for authorization of additional days or services.

12.4.2.5.2 Notification of the Concurrent Review determination shall be made within one (1) Business Day of the Contractor's decision.

12.4.2.5.3 Expedited Appeal timeframes apply to Concurrent Review requests.

12.4.2.6 For post-service authorizations, the Contractor shall make its determination within thirty (30) calendar days of receipt of the authorization request.

12.4.2.6.1 The Contractor shall notify the Individual, the requesting Provider, and the facility in writing within three (3) Business Days of the Contractor's determination.

12.4.2.6.2 Standard Appeal timeframes apply to post-service denials.

12.4.2.6.3 When post-service authorizations are approved, they become effective the date the service was first administered.

12.5 Notification of Coverage and Authorization Determinations

12.5.1 For all authorization determinations the Contractor shall notify the Individual, the requesting facility, and ordering Provider in writing. The Contractor must notify all parties, other than the Individual, in advance whether notification will be provided by mail, fax, or other means.

12.5.1.1 For an authorization determination involving an expedited authorization request, the Contractor must notify the Individual in writing of the decision. The Contractor may initially provide notice orally to the Individual or the

requesting Provider. The Contractor shall send the written notice within one Business Day of the decision.

- 12.5.1.2 For all authorization decisions, the notice shall be mailed as expeditiously as the Individual's health condition requires and within three (3) Business Days of the Contractor's decision.
- 12.5.1.3 Provide notice at least ten (10) calendar days before the effective date of Action or Adverse Authorization Determination when the decision is a termination, suspension or reduction of previously authorized Contracted Services.
- 12.5.1.4 The Contractor shall notify the Individual, the requesting Provider if applicable, and ordering Provider in writing of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration or scope that is less than requested. This includes Adverse Authorization Determinations that occur due to lack of Available Resources, Medicaid payer responsibility, and out of RSA requests. The notice to the Individual and Provider shall explain the following:
 - 12.5.1.4.1 The decision the Contractor has taken or intends to take, and effective date if applicable.
 - 12.5.1.4.2 The specific factual basis for the decision, in easily understood language including citation to any Contractor guidelines, protocols, or other criteria that were used to make the decision, and how to access the guidelines, protocols or other criteria.
 - 12.5.1.4.3 Sufficient detail to enable the Individual to learn why the Contractor's determination was made, be able to prepare an appropriate response, and, if issuing an Action, determine what additional or different information might be provided to appeal the Contractor's determination.
 - 12.5.1.4.4 If applicable, the notice must include information about alternative covered services/treatment that may be seen as a viable treatment option in lieu of denied services.
 - 12.5.1.4.5 The Individual's and Provider's right to request and receive free of charge a copy of the rule, guideline, protocol or other criterion that was the basis for the decision, as well as reasonable access to and copies of all documents, records, and other information relevant to the Adverse Authorization Determination.
 - 12.5.1.4.6 A statement of whether the Individual has any liability for payment.

- 12.5.1.4.7 A toll-free telephone number to call if the Individual is billed for services.
- 12.5.1.4.8 Information regarding whether and how the Individual may Appeal the decision, including any deadlines applicable to the process.
- 12.5.1.4.9 The circumstances under which expedited resolution is available and how to request it.
- 12.5.1.4.10 The Individual's right to receive the Contractor's or statewide Behavioral Health Advocate's assistance in filing a Grievance or an Appeal and how to request it.
- 12.5.1.4.11 The Individual's right to equal access to services for Individuals with communication barriers and disabilities
- 12.5.1.4.12 When the reason for the Adverse Authorization Determination is that the Individual has Medicaid coverage for the requested service, the notice must redirect to the appropriate payer.

12.5.2 The Contractor shall provide notification in accordance with the timeframes described in this Section except in the following circumstances:

- 12.5.2.1 The Individual dies;
- 12.5.2.2 The Contractor has a signed statement from the Individual requesting service termination or giving information that makes the Individual ineligible and requiring termination or reduction of services (where the Individual understands that termination, reduction, or suspension of services is the result of supplying this information);
- 12.5.2.3 The Individual is admitted to a Facility where he or she is ineligible for services.
- 12.5.2.4 The Individual's address is unknown and there is no forwarding address.
- 12.5.2.5 The Individual requests a change in the level of care.

12.5.3 Untimely Service Authorization Decisions: When the Contractor does not reach service authorization decisions within the timeframes for either standard or expedited service authorizations it is considered a denial and thus, an Adverse Authorization Determination and must follow notification requirements.

12.6 Alien Emergency Medical

12.6.1 The Contractor shall serve as the point of contact for inpatient community psychiatric admissions for undocumented aliens to support HCA Alien Emergency Medical (AEM) Program.

- 12.6.1.1 The Contractor shall establish if the Individual is an undocumented alien, possibly qualifying for the AEM program, and instruct the requesting hospital to assist the Individual in submitting an AEM eligibility request.
- 12.6.1.2 The Contractor shall receive the admission notification for ITA admissions and make medical necessity determinations for voluntary psychiatric admissions.
- 12.6.1.3 The Contractor shall assure staff are trained and qualified in HCA's ProviderOne system to complete the direct data entry prior authorization request screen, completing all required fields and record the clinical information required through the ProviderOne Provider portal within five (5) Business Days of the discharge. The required data and clinical information includes, but not limited to:
 - 12.6.1.3.1 The Individual's name and date of birth;
 - 12.6.1.3.2 The hospital to which the admission occurred;
 - 12.6.1.3.3 If the admission is an ITA or voluntary;
 - 12.6.1.3.4 The diagnosis code;
 - 12.6.1.3.5 The date of admission;
 - 12.6.1.3.6 The date of discharge;
 - 12.6.1.3.7 The number of covered days, with dates as indicated;
 - 12.6.1.3.8 The number of denied dates, with dates as indicated; and
 - 12.6.1.3.9 For voluntary admissions, a brief statement as to how the stay met medical necessity criteria.
- 12.6.1.4 If the information has not been submitted completely, the Contractor has five (5) Business Days to respond to inquiries for the designated HCA staff to obtain the information necessary to support completion on the prior authorization request record.

13 PROGRAM INTEGRITY

13.1 General Requirements

- 13.1.1 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.
- 13.1.2 The Contractor shall include Program Integrity requirements in its subcontracts.

13.2 Information on Persons Convicted of Crimes

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

13.3 Fraud, Waste and Abuse

- 13.3.1 The Contractor's Fraud, Waste and Abuse program shall have:
 - 13.3.1.1 A process to inform officers, employees, agents and Subcontractors about the False Claims Act.
 - 13.3.1.2 Administrative procedures to detect and prevent Fraud, waste and abuse, and a mandatory compliance plan.
 - 13.3.1.3 Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards.
 - 13.3.1.4 The designation of a compliance officer and a compliance committee that is accountable to senior management.
 - 13.3.1.5 Training for all affected parties.
 - 13.3.1.6 Effective lines of communication between the compliance officer and the Contractor's staff and Subcontractors.
 - 13.3.1.7 Enforcement of standards through well-publicized disciplinary policies.
 - 13.3.1.8 Provision for internal monitoring and auditing of the Contractor and Providers.
 - 13.3.1.9 Provision for prompt response to detected violations, and for development of corrective action initiatives.
 - 13.3.1.10 Provision of detailed information to employees and Subcontractors regarding Fraud and abuse policies and procedures and the False Claims Act

and the Washington false claims statutes, chapter 74.66 RCW and RCW 74.09.210.

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

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

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

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

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

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

13.4.2.2 Whether HCA or appropriate law enforcement agency, accepts or declines the referral.

13.4.2.2.1 If HCA or appropriate law enforcement agency accepts the referral, the Contractor must "stand-down" and follow the requirements in the Investigation subsection of this Section.

13.4.2.2.1.1 If HCA or appropriate law enforcement agency decline to investigate the potential Fraud referral, the Contractor may proceed with its own investigation and comply with the reporting requirements contained in Section 13.

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

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

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

13.4.4.2 Set forth the general allegations identified by HCA. The notice should not

disclose any specific information concerning an ongoing investigation;

- 13.4.4.3 State that the suspension is for a temporary period and cite suspension will be lifted when notified by HCA that it is no longer in place;
 - 13.4.4.4 Specify, when applicable, to which type or types of claims or business units the payment suspension relates; and
 - 13.4.4.5 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 HCA.
- 13.4.5 All suspension of payment actions under this Section will be temporary and will not continue after either of the following:
- 13.4.5.1 The Contractor is notified by HCA or appropriate law enforcement agency that there is insufficient evidence of Fraud by the Provider; or
 - 13.4.5.2 The Contractor is notified by HCA or appropriate law enforcement agency that the legal proceedings related to the Provider's alleged Fraud are completed.
- 13.4.6 The Contractor 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.
- 13.4.7 HCA may find that good cause exists not to suspend payments, in whole or in part, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible Allegation of Fraud if any of the following are applicable:
- 13.4.7.1 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.
 - 13.4.7.2 Other available remedies are available to the Contractor, after HCA approves the remedies as more effective or timely to protect Medicaid funds.
 - 13.4.7.3 HCA determines, based upon the submission of written evidence by the Contractor, individual or entity that is the subject of the payment suspension, there is no longer a credible Allegation of Fraud, and that the suspension should be removed. HCA shall review evidence submitted by the Contractor or Provider. The Contractor may include a recommendation to HCA. HCA shall direct the Contractor to continue, reduce, or remove the payment suspension within thirty (30) calendar days of having received the evidence.
 - 13.4.7.4 Individual's access to items or services would be jeopardized by a payment suspension because of either of the following:

- 13.4.7.4.1 An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
- 13.4.7.4.2 The individual or entity serves a large number of Individuals within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
- 13.4.7.5 A law enforcement agency declines to certify that a matter continues to be under investigation.
- 13.4.7.6 HCA determines that payment suspension is not in the best interests of the Medicaid program.
- 13.4.8 The Contractor shall maintain for a minimum of six years from the date of issuance all materials documenting:
 - 13.4.8.1 Details of payment suspensions that were imposed in whole or in part; and
 - 13.4.8.2 Each instance when a payment suspension was not imposed or was discontinued for good cause.
- 13.4.9 If the Contractor fails to suspend payments to an entity or individual for whom there is a pending investigation of a credible Allegation of Fraud without good cause, and HCA directed the Contractor to suspend payments, HCA may impose sanctions in accordance with the Sanctions Subsection of this Contract.
- 13.4.10 If any government entity, either from restitutions, recoveries, penalties or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity or individual, the entirety of such monetary recovery belongs exclusively to the state of Washington and the Contractor, and any involved Subcontractor have no claim to any portion of this recovery.
- 13.4.11 Furthermore, the Contractor is fully subrogated, and shall require its Subcontractors to agree to subrogate, to the state of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor or Subcontractor has or may have against any entity or individual that directly or indirectly receives funds under this Contract including, but not limited to, any Health Care Provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other Provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, Medical Equipment, or other health care related products or services.
- 13.4.12 Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.

- 13.4.13 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.

13.5 Reporting

- 13.5.1 The Contractor shall submit to HCA a report of any recoveries made or overpayments identified by the Contractor during the course of their claims review/analysis. The report must be submitted to HCA at ProgramIntegrity@hca.wa.gov.

- 13.5.2 The Contractor is responsible for investigating Individual Fraud, waste and abuse. If the Contractor suspects Client Fraud:

- 13.5.2.1 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 Office of Medicaid Eligibility and Policy (OMEP) by any of the following:

13.5.2.1.1 Sending an email to WAEligibilityfraud@hca.wa.gov;

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

13.5.2.1.3 Mailing a written referral to:

Health Care Authority

Attn: OMEP

P.O. Box 45534

Olympia, WA 98504-5534

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

- 13.5.3 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.

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

13.5.4.1 Individual Provider/entities’ name;

13.5.4.2 Individual Provider/entities’ NPI number;

- 13.5.4.3 Source of termination;
- 13.5.4.4 Nature of the termination; and
- 13.5.4.5 Legal action against the individual/entities.

13.6 Records Requests

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

13.7 On-Site Inspections

- 13.7.1 The Contractor and its Subcontractors must provide any record or data pertaining to this Contract including, but not limited to:
 - 13.7.1.1 Medical records;
 - 13.7.1.2 Billing records;
 - 13.7.1.3 Financial records;
 - 13.7.1.4 Any record related to services rendered, quality, appropriateness, and timeliness of service; and
 - 13.7.1.5 Any record relevant to an administrative, civil or criminal investigation or prosecution.
- 13.7.2 Upon request, the Contractor or Subcontractor shall assist in such review, including the provision of complete copies of records.
- 13.7.3 The Contractor must provide access to its premises and the records requested to any state or federal agency or entity, including, but not limited to: HCA; HHS; OIG; Office of the Comptroller of the Treasury, whether the visitation is announced or unannounced.

14 GRIEVANCE AND APPEAL SYSTEM

14.1 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.

- 14.1.1 The Contractor shall have policies and procedures addressing the Grievance and Appeal System, which comply with the requirements of this Contract. HCA must approve, in writing, all Grievance and Appeal System policies and procedures and related notices to Individuals regarding the Grievance and Appeal System.
- 14.1.2 The Contractor shall give Individuals any reasonable assistance necessary in completing forms and other procedural steps for Grievances and Appeals.
- 14.1.3 The Contractor shall acknowledge receipt of each Grievance, either orally or in writing, within two (2) Business Days.
- 14.1.4 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.
- 14.1.5 The Contractor shall ensure that decision makers on Grievances and Appeals were not involved in previous levels of review or decision-making.
- 14.1.6 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:
 - 14.1.6.1 The Individual is appealing an Action.
 - 14.1.6.2 The Grievance or Appeal involves any clinical issues.
- 14.1.7 With respect to any decisions described in subsection 14.1.6, the Contractor shall ensure that the Health Care Professional making such decisions:
 - 14.1.7.1 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).
 - 14.1.7.2 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.
 - 14.1.7.3 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.

14.1.7.4 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:

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

14.1.7.4.2 Licensed, doctoral level clinical psychologists; or

14.1.7.4.3 Pharmacists.

14.2 Grievance Process

The following requirements are specific to the Grievance Process:

14.2.1 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.

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

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

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

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

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

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

14.2.7 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.

- 14.2.8 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.
- 14.2.9 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.
- 14.2.10 Individuals do not have the right to an Administrative Hearing in regard to the disposition of a Grievance.

14.3 Appeal Process

The following requirements are specific to the Appeal Process:

- 14.3.1 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.
 - 14.3.1.1 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.
 - 14.3.1.2 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.
- 14.3.2 If HCA receives a request to Appeal an Action of the Contractor, HCA will forward relevant information to the Contractor and the Contractor will contact the Individual with information that a Provider filed an Appeal.
- 14.3.3 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.
- 14.3.4 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.

- 14.3.5 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.
- 14.3.6 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.
- 14.3.7 In any Appeal of an Action by a Subcontractor, the Contractor or its Subcontractor shall apply the Contractor's own standards, protocols, or other criteria that pertain to authorizing specific services.
- 14.3.8 The Contractor shall resolve each Appeal and provide notice, as expeditiously as the Individual's health condition requires, within the following timeframes:
- 14.3.8.1 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.
 - 14.3.8.2 For any extension not requested by an Individual, the Contractor must give the Individual written notice of the reason for the delay.
 - 14.3.8.3 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.
- 14.3.9 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:
- 14.3.9.1 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.
 - 14.3.9.2 Include the date completed and reasons for the determination.
 - 14.3.9.3 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.
 - 14.3.9.4 For Appeals not resolved wholly in favor of the Individual:
 - 14.3.9.4.1 Include information on the Individual's right to request an Administrative Hearing and how to do so.

14.4 Expedited Appeals Process

- 14.4.1 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.
- 14.4.2 The Individual may submit an expedited Appeal either orally or in writing.
- 14.4.3 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.
- 14.4.4 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.
- 14.4.5 For any extension not requested by an Individual, the Contractor must give the Individual written notice of the reason for the extension.
- 14.4.6 The Contractor shall ensure that punitive Action is not taken against a Provider who requests an expedited resolution or supports an Individual's Appeal.
- 14.4.7 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.

14.5 Administrative Hearing

- 14.5.1 Only the Individual or the Individual's authorized representative may request an Administrative Hearing. A Provider may not request an Administrative Hearing on behalf of an Individual.
- 14.5.2 If an Individual does not agree with the Contractor's resolution of an Appeal, the Individual may file a request for an Administrative Hearing within one hundred and twenty (120) calendar days of the date of notice of the resolution of the Appeal. The Contractor will not be obligated to continue services pending the results of the Administrative Hearing.
- 14.5.3 If the Individual requests an Administrative Hearing, the Contractor shall provide to HCA and the Individual, upon request, and within three (3) Business Days, all Contractor-held documentation related to the Appeal, including, but not limited to: transcript(s), records, or written decision(s) from participating Providers or delegated entities.

- 14.5.4 The Contractor is an independent party and is responsible for its own representation in any Administrative Hearing, Board of Appeals, and subsequent judicial proceedings.
- 14.5.5 The Contractor's Behavioral Health Medical Director or designee shall review all cases where an Administrative Hearing is requested and any related Appeals.
- 14.5.6 The Individual must exhaust all levels of resolution and Appeal within the Contractor's Grievance and Appeal System prior to filing a request for an Administrative Hearing with HCA.
- 14.5.7 The Contractor will be bound by the final order, whether or not the final order upholds the Contractor's decision.
- 14.5.8 If the final order is not within the purview of this Contract, then HCA will be responsible for the implementation of the final order.
- 14.5.9 The Administrative Hearings process shall include as parties to the Administrative Hearing, the Contractor, the Individual and the Individual's authorized representative, or the legal representative of the deceased Individual's estate and HCA.

14.6 Petition for Review

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

14.7 Effect of Reversed Resolutions of Appeals and Administrative Hearings

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

14.8 Recording and Reporting Grievances, Adverse Authorization Determinations, Appeals, and Administrative Hearings

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

- 14.8.1 The records shall include Grievances, Adverse Authorization Determinations 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.
- 14.8.2 The Contractor shall provide separate reports to HCA, quarterly using the Grievance, Adverse Authorization Determination, Appeals, and Administrative Hearings reporting template due the 15th of the month following the quarter.

- 14.8.3 The Contractor is responsible for maintenance of records for, and reporting of these activities handled by delegated entities.
- 14.8.4 Reports that do not meet the Grievance and Appeal System reporting requirements shall be returned to the Contractor for correction. Corrected reports will be resubmitted to HCA within thirty (30) calendar days.
- 14.8.5 The report medium shall be specified by HCA.
- 14.8.6 Reporting of Grievances shall include all expressions of Individual dissatisfaction not related to an Action. All Grievances are to be recorded and counted whether the Grievance is remedied by the Contractor immediately or through its Grievance and quality of care service procedures.

14.9 Grievance and Appeal System Terminations

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

15 CARE MANAGEMENT AND COORDINATION

15.1 Care Coordination Requirements

- 15.1.1 The Contractor shall develop and implement protocols that promote coordination, continuity, and quality of care that address the following:
- 15.1.1.1 Access to crisis safety plan and coordination information for Individuals in crisis.
 - 15.1.1.2 Use of GFS/FBG funds to care for Individuals in alternative settings such as homeless shelters, permanent supported housing, nursing homes or group homes.
 - 15.1.1.3 Strategies to reduce unnecessary crisis system utilization as defined in the Crisis System Section of this Contract.
 - 15.1.1.4 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.
 - 15.1.1.5 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.
- 15.1.2 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. HCA 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.
- 15.1.3 The Contractor will report semi-annually, using the Semi-Annual Trueblood Misdemeanor Diversion Fund Report template. Reports must be submitted to HCA by January 31, for the reporting period of July through December of the previous year, and by July 31, for the reporting period of January through June of the current year.

15.2 Coordination with External Entities

- 15.2.1 The Contractor shall coordinate with External Entities including, but not limited to:
- 15.2.1.1 BH-ASOs for transfers between regions;
 - 15.2.1.2 Family Youth System Partner Roundtable (FYSPRT);
 - 15.2.1.3 Apple Health MCOs to facilitate enrollment of Individuals who are eligible for Medicaid;

- 15.2.1.4 Tribal entities regarding tribal members who access the crisis system;
 - 15.2.1.5 Community Health Clinics, Federally Qualified Health Centers (FQHCs), and Rural Health Centers (RHC);
 - 15.2.1.6 The Criminal Justice system (courts, jails, law enforcement, public defenders, Department of Corrections, juvenile justice system);
 - 15.2.1.7 DSHS and other state agencies;
 - 15.2.1.8 State and federal agencies and local partners that manage access to housing;
 - 15.2.1.9 Education systems;
 - 15.2.1.10 Accountable Community of Health (ACH); and
 - 15.2.1.11 First Responders.
- 15.2.2 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.
- 15.2.3 The Contractor shall participate in disaster preparedness activities and respond to emergency/disaster events (e.g., natural disasters, acts of terrorism) when requested by HCA, county, 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, 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.

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

- 15.3.1 The Contractor shall collaborate with child/TAY serving systems, as follows:
- 15.3.1.1 Convene the regional Children's Long Term Inpatient Program (CLIP) Committee unless an alternative organization is approved by HCA using the guidelines provided by HCA.
 - 15.3.1.2 If requested by a WISE Provider, CLIP facility, or other program in the behavioral health system served by the Contractor.
 - 15.3.1.3 Refer potentially CLIP-eligible children to the regional CLIP Committee and CLIP Administration.

15.4 Care Coordination and Continuity of Care: State Hospitals and Long Term Civil Commitment (LTCC) Facilities

- 15.4.1 Admission and Discharge Planning for State Hospital and LTCC facilities.
 - 15.4.1.1 The Contractor shall ensure Individuals are medically cleared, i prior to admission to a state hospital or LTCC facility when informed of the admission in advance.
 - 15.4.1.2 The Contractor shall use best efforts to divert admissions and expedite discharges by using alternative community resources and mental health services, within Available Resources.
 - 15.4.1.3 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:
 - 15.4.1.3.1 Name of Individuals on an LRA;
 - 15.4.1.3.2 Date of LRA order;
 - 15.4.1.3.3 Name of responsible MCO, if for an MCO enrollee;
 - 15.4.1.3.4 Date the Contractor notified the MCO of an Individual on an LRA;
 - 15.4.1.3.5 Name of the staff notified at MCO;
 - 15.4.1.3.6 If the Contractor did not notify the responsible MCO this information will be recorded on the Contractor's tracking log, and;
 - 15.4.1.3.7 The Contractor will state on the tracking log if the CMHA, providing LRA treatment, is included within the LRA order.
 - 15.4.1.4 The Contractor shall offer behavioral health services to Individuals who are ineligible for Medicaid to ensure compliance with LRA requirements.
 - 15.4.1.5 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.
 - 15.4.1.5.1 If the Individual is enrolled in managed care plan, the MCO will cover the services.

- 15.4.1.5.2 If the Individual is Medicaid FFS, Medicaid will cover the services.
- 15.4.1.5.3 If the Individual is covered by commercial insurance, the insurance carrier will purchase the care.
- 15.4.1.5.4 If the Individual is non-insured, the Contractor will be responsible for purchasing the LRA treatment services.
- 15.4.1.6 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:
 - 15.4.1.6.1 Specific roles and responsibilities of the parties related to transitions between the community and the state hospital.
 - 15.4.1.6.2 Collaborative discharge planning and coordination with cross-system partners such as residential facilities, community mental health or SUD Providers, etc.
 - 15.4.1.6.3 Identification and resolution of barriers which prevent discharge and systemic issues that create delays or prevent placements in the Contractor's service area.
- 15.4.1.7 When Individuals being discharged or diverted from state hospitals are placed in a long-term care setting, the Contractor shall:
 - 15.4.1.7.1 Coordinate with DSHS Aging and Long-Term Services Administration (AL TSA) Home and Community Services (HCS) and any residential Provider to develop a crisis plan to support the placement.
 - 15.4.1.7.2 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.
 - 15.4.1.7.3 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.
- 15.4.1.8 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:

- 15.4.1.8.1 Crisis services and related coordination of care;
- 15.4.1.8.2 Involuntary commitment evaluation services;
- 15.4.1.8.3 Services related to inpatient discharge and transitions of care; and
- 15.4.1.8.4 Assistance in identifying services and resources for Individuals with voluntary admission.

15.4.2 Coordination and Discharge Planning for State Hospitals

15.4.2.1 The Contractor shall meet the requirements of the state hospital MOU.

15.4.2.2 Utilization of state hospital beds

15.4.2.2.1 The Contractor will be assigned Individuals for discharge planning purposes in accordance with agency assignment process within each RSA in which the Contractor operates.

15.4.2.2.2 The Contractor will be responsible for coordinating discharge for the Individuals assigned and, until discharged.

15.4.2.2.3 The Contractor may not enter into any agreement or make other arrangements for use of state hospital beds outside of this Contract.

15.4.2.3 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:

15.4.2.3.1 Begin linking Individuals to appropriate community providers as soon after admission as possible to support timely discharge.

15.4.2.3.2 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.

15.4.2.3.3 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.

- 15.4.2.3.4 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.
 - 15.4.2.3.5 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.
 - 15.4.2.3.6 Ensure that prescriber and other Provider appointments are scheduled to occur within 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.
 - 15.4.2.3.7 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.
 - 15.4.2.3.8 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.
- 15.4.2.4 For the purposes of this section, 'integrated community setting' means a setting that typically includes the following characteristics:
- 15.4.2.4.1 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;
 - 15.4.2.4.2 It is in the Individual's own home or is another setting that is selected by the Individual;
 - 15.4.2.4.3 It ensures an Individual's rights to privacy, dignity, respect, and freedom from coercion and restraint;
 - 15.4.2.4.4 It optimizes an Individual's initiative, autonomy, and independence in making life choices, including in daily activities, physical environment, and personal associations; and

15.4.2.4.5 It facilitates Individual choice regarding services and supports and who provides them.

15.4.2.5 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.

15.4.3 Coordination and Discharge Planning with LTCC Facilities

15.4.3.1 The Contractor shall coordinate with the LTCC facilities to receive admission and discharge notifications, and changes in Individual Medicaid eligibility and MCO enrollment.

15.4.3.2 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.

15.4.3.3 The Contractor shall participate in a Quarterly Learning Collaborative meeting with other BH-ASOs, MCOs and LTCC facility staff 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.

15.4.3.3.1 The Contractor shall work with other BH-ASOs and MCOs to identify representative(s) to co-lead with representative LTCC staff, to organize and conduct these meetings.

15.4.3.3.2 The Contractor shall work with other BH-ASOs, MCOs and LTCC facility staff to assess LTCC utilization data to support quality improvement and reduce recidivism.

15.4.3.3.3 The Contractor shall work with other BH-ASOs, MCOs 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.

15.4.3.3.4 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.

15.4.3.4 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 will work with other BH-ASOs, MCOs and LTCC facility staff through the Quarterly Learning Collaborative to review the status of the program including but not limited to quality, access, timeliness of discharges, recidivism, and care coordination, and will identify concerns and plans to address concerns. The Contractor along with other BH-ASOs and MCOs will ensure that minutes from the Quarterly Learning Collaborative meetings are submitted to HCA at hcamcprograms@hca.wa.gov by the end of the month following each quarter, beginning with second quarter 2023. The first copy of the collaborative minutes shall be provided to HCA in July 2023.

15.4.3.5 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 HCA.

15.4.4 Peer Bridger Program

15.4.4.1 The Contractor shall develop and implement a Peer Bridger program staffed by at least one or more Peer Bridger(s) based on FTE allocation table in Exhibit A in each region and in collaboration with the MCOs in the region to facilitate and increase the number of state hospital discharges and promote continuity of services when an Individual returns to the community. Services shall be delivered equitably to Individuals assigned to the MCOs and the Contractor. BH-ASO regions may begin utilizing Peer Bridgers for local psychiatric inpatient discharges. The program shall follow Peer Bridger program standards found in Peer Bridger, Exhibit G.

15.4.4.2 The Contractor shall ensure that the Peer Bridger is allowed to attend treatment activities with the Individual during the one hundred twenty (120) day period following discharge if requested by the Individual. Examples of activities include but are not limited to: intake evaluations, prescriber appointments, treatment planning, etc. This may be extended on a case-by-case basis.

15.4.4.3 Contractor may utilize Peer Bridger Participants Relief Funds to assist Individuals with engaging, re-engaging, and service retention with services aligned/associated with continuing in treatment for mental health and/or SUD.

15.4.4.4 Contractor shall track Peer Bridger Participant Relief Funds. Contractor shall submit the Peer Bridger Participant Treatment Engagement Resources report to HCABHASO@hca.wa.gov by the 15th of the following month.

15.4.4.4.1 Peer Bridger Participant Relief Funds may be used to purchase, but are not limited to the following items:

- 15.4.4.4.1.1 Bus passes for Individual's transportation to treatment;
- 15.4.4.4.1.2 Individual's clothing for employment interviews; and
- 15.4.4.4.1.3 Individual's data minutes for pay-as-you go mobile phone or device.

15.4.4.5 Data reporting. The Contractor shall:

- 15.4.4.5.1 Submit to HCA the Peer Bridger Monthly Report by the fifteenth of the month following the month being reported, for each region, on the template provided by HCA;
- 15.4.4.5.2 When reporting service encounters, use the Behavioral Health Care Coordination and Community Integration code for services within inpatient settings or other appropriate outpatient modalities ensuring no duplication of services occur; and
- 15.4.4.5.3 When reporting Behavioral Health Supplemental Transactions into BHDS, ensure the "Program ID – 42" start/stop date is recorded.

15.5 Care Coordination: Filing of an Unavailable Detention Facilities Report

- 15.5.1 The Contractor shall ensure its DCRs report to HCA when it is determined an Individual meets detention criteria under RCW 71.05.150, 71.05.153, 71.34.700 or 71.34.710 and there are no beds available at the Evaluation and Treatment Facility, SWMSF, psychiatric unit, or under a single bed certification, and the DCR was not able to arrange for a less restrictive alternative for the Individual.
- 15.5.2 When the DCR determines an Individual meets detention criteria, the investigation has been completed and when no bed is available, the DCR shall submit an Unavailable Detention Facilities report to HCA within 24 hours. The report shall include the following:
- 15.5.2.1 The date and time the investigation was completed;
 - 15.5.2.2 A list of facilities that refused to admit the Individual;
 - 15.5.2.3 Information sufficient to identify the Individual, including name and age or date of birth;
 - 15.5.2.4 The identity of the responsible BH-ASO and MCO, if applicable;
 - 15.5.2.5 The county in which the person met detention criteria; and
 - 15.5.2.6 Other reporting elements deemed necessary or supportive by HCA.
- 15.5.3 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 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 HCA and the DCR or Mental Health Professional works to develop a safety plan to help the person meet their health and safety needs, which includes the DCR or Mental Health Professional continuing to search for an involuntary treatment bed or appropriate less restrictive alternative to meet the Individual's current crisis.
- 15.5.4 Upon notification by HCA that a No Bed Report has been filed on an Individual, 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 HCA. The report must include a description of all attempts to engage the Individual, any plans made with the Individual to receive treatment, and all plans to contact the Individual on future dates about the treatment plan from this encounter. The Contractor may contact the Individual's insurance Provider or treatment Providers to ensure services are provided.
- 15.5.5 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 E&T Facilities, and SWMSF.

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

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

- 15.6.1 E&T Discharge Planners shall be provided within the identified resources in Exhibit A. HCA shall pay the Contractor upon receipt and acceptance by HCA of verification that an E&T Discharge Planner position has been fully staffed by an individual whose sole function is the E&T Discharge Planner role, as described in this Contract.
- 15.6.2 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.
- 15.6.3 The Contractor shall submit to HCA the E&T Discharge Planner's reports that track the total number of all discharges from their E&T location and differentiate between those that were deemed complex and those that were deemed standard. The report is due the last Business Day of the month following the quarter being reported using the template provided by HCA.

16 GENERAL REQUIREMENTS FOR SERVICE DELIVERY

16.1 Special Provisions Regarding Behavioral Health Crisis Services

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

- 16.1.1 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 HCA.
- 16.1.2 The same staffing requirements as defined in this Contract and the same performance standards apply regardless of the location of call center operations.
- 16.1.3 Data management and reporting, claims administration and financial management may be located out of Washington State. If claims are administered in another location, the Contractor shall have access to the claims payment and reporting platform during Pacific Time Business Hours.
- 16.1.4 The Contractor shall have sufficient staff to ensure effective Provider relations, network development, utilization management, quality management and performance of Grievances and Appeals.
- 16.1.5 The Contractor shall have sufficient staff with clinical expertise, to include:
 - 16.1.5.1 A Behavioral Health Medical Director. Upon approval from HCA, the Behavioral Health Medical Director may be a subcontracted position.
 - 16.1.5.2 A Children's Specialist.
 - 16.1.5.3 An Addictions Specialist.
- 16.1.6 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.
- 16.1.7 The Contractor shall maintain current organizational charts and upon request will provide organizational charts to HCA that identifies what positions are responsible for the requirements under the contract.
- 16.1.8 The Contractor shall develop and implement staff training plans that address how the Contractor's applicable staff will be trained on the requirements of this Contract.
- 16.1.9 The Contractor shall ensure development and implementation of training programs for network Providers that deliver, coordinate, or oversee behavioral health services to Individuals, to include contract requirements, Contractor policies and SABG outreach

requirements related to pregnant Individuals with intravenous drug use, pregnant Individuals with a SUD, and other Individuals with intravenous drug use.

16.1.9.1 Crisis triage staff shall have training in crisis triage and management for Individuals of all ages and behavioral health conditions, including SMI, SUDs, and co-occurring disorders.

16.2 Scope of Allowable Limitations

16.2.1 The Contractor may limit the provision of Contracted Services to Participating Providers and services provided by IHCPs except Crisis Services specifically provided in this Contract.

16.2.2 Outside the RSAs:

16.2.2.1 The Contractor is only responsible for telephone crisis intervention and triage services for Individuals who are temporarily outside the RSA.

16.2.2.2 The Contractor is not responsible for coverage of any services when an Individual is outside the United States of America and its territories and possessions.

16.3 Prioritization of Contracted Services

16.3.1 The Contractor shall provide services in accordance with RCW 71.24.045. The Contractor shall prioritize state funds for Crisis Services, evaluation and treatment services for Individuals ineligible for Medicaid, and services related to the administration of chapters 71.05 and 71.34 RCW. Available Resources shall then be used for voluntary inpatient services, crisis stabilization services and services for the priority populations defined in this Contract.

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

16.3.3 The Contractor shall establish and apply medical necessity criteria for the provision or denial of behavioral health services provided for the population served within this Contract as outlined in Exhibit B, Behavioral Health Services.

16.3.4 The Contractor shall develop and apply criteria to determine the approval or denial of services and supports when medical necessity does not apply.

16.3.5 Prescription drug products may be provided within Available Resources based on medical necessity. Coverage to be determined by HCA FFS formulary.

17 SCOPE OF SERVICES- CRISIS SYSTEM

17.1 Crisis System General Requirements

- 17.1.1 The Contractor must provide 24-hour a day, seven (7) day a week crisis behavioral health services to Individuals who are within the Contractor's RSAs and report they are experiencing a crisis.
- 17.1.2 Under no circumstance shall the Contractor deny the provision of Crisis Services, Behavioral Health ITA Services, E&T, or Secure Withdrawal Management and Stabilization services to an Individual due to the Individual's ability to pay.
- 17.1.3 Crisis Services shall be provided in accordance with WAC 246-341-0670, WAC 246-341-0715, and WAC 246-341-0901.
- 17.1.4 ITA services shall include all services and Administrative Functions required for the evaluation of involuntary detention or involuntary treatment of Individuals in accordance with chapter 71.05 RCW, RCW 71.24.300, and chapter 71.34 RCW.
 - 17.1.4.1 Requirements include payment for all services ordered by the court for Individuals ineligible for Medicaid, and costs related to court processes and Transportation for court hearings.
 - 17.1.4.2 Crisis Services become ITA Services when a DCR determines an Individual must be evaluated for involuntary treatment. ITA services continue until the end of the Involuntary Commitment and may be outpatient or inpatient.
 - 17.1.4.3 ITA decision-making authority of the DCR must be independent of the Contractor.
- 17.1.5 Crisis Services shall be delivered as follows:
 - 17.1.5.1 Stabilize Individuals as quickly as possible and assist Individuals in returning to a level of functioning that no longer requires Crisis Services.
 - 17.1.5.2 Provide solution-focused, person-centered, and Recovery-oriented services designed to avoid unnecessary hospitalization, incarceration, institutionalization or out of home placement.
 - 17.1.5.3 Engage the Individual in the development and implementation of crisis prevention plans to reduce unnecessary crisis system utilization and maintain the Individual's stability.
- 17.1.6 The Contractor shall develop and implement strategies to continuously evaluate and improve the crisis system.

17.2 Community Information and Education

- 17.2.1 The Contractor shall develop and implement a Community Information and Education Plan (CIEP) that educates and informs community stakeholders about the crisis system. Community stakeholders shall include residents of the RSA, health care Providers, First Responders, the criminal justice system, educational systems, Tribes, and faith-based organizations.
 - 17.2.1.1 An updated CIEP shall be provided to HCA by January 31 of each year, thereafter.
 - 17.2.1.2 The CIEP and any plan updates shall be submitted to HCA at HCABHASO@hca.wa.gov.

17.3 Crisis System Staffing Requirements

- 17.3.1 The Contractor shall ensure Provider compliance with applicable staffing requirements of chapter 246-341 WAC.
- 17.3.2 The Contractor shall ensure Providers have sufficient staff available, including DCRs, to respond to requests for Crisis Services and ITA services.
- 17.3.3 The Contractor shall ensure Provider compliance with DCR qualification requirements in accordance with chapters 71.05 and 71.34 RCW and WAC 246-341-0912. The Contractor shall ensure Providers incorporate the statewide DCR Protocols, listed on the HCA website, into the practice of DCRs.
- 17.3.4 The Contractor shall ensure Providers have clinicians available for consultation 24 hours a day, seven (7) days a week who have expertise in Behavioral Health conditions pertaining to children and families.
- 17.3.5 The Contractor shall ensure Providers have at least one SUDP and one CPC with experience providing Behavioral Health crisis support available for consultation by phone or on site during regular Business Hours.
- 17.3.6 The Contractor shall ensure Providers of ITA services establish policies and procedures that implement WAC 246-341-0901 and the following requirements:
 - 17.3.6.1 No DCR or crisis worker shall be required to respond to a private home or other private location to stabilize or treat a person in crisis, or to evaluate a person for potential detention under the state's ITA, unless a second trained individual accompanies them.
 - 17.3.6.2 The team supervisor, on-call supervisor, or the individual, shall determine the need for a second individual to accompany them based on a risk assessment for potential violence.
 - 17.3.6.3 The second individual who responds may be a First Responder, a Mental Health Professional, a SUDP, or a mental health Provider who has received

training required in RCW 49.19.030.

- 17.3.6.4 No retaliation shall be taken against an individual who, following consultation with the clinical team or supervisor, refuses to go to a private home or other private location alone.
- 17.3.6.5 Have a plan to provide training, mental health staff back-up, information sharing, and communication for crisis staff who respond to private homes or other private locations.
- 17.3.6.6 Every DCR dispatched on a crisis visit shall have prompt access to information about an Individual's history of dangerousness or potential dangerousness documented in crisis plans or commitment records and is available without unduly delaying a crisis response.
- 17.3.6.7 The Contractor or Subcontractor shall provide a wireless telephone or comparable device to every DCR or crisis worker, who participates in home visits to provide Crisis Services.

17.4 Crisis System Operational Requirements

- 17.4.1 Crisis Services shall be available 24 hours a day, seven (7) days a week.
 - 17.4.1.1 Crisis response shall occur within two hours of the referral to an emergent crisis and within 24 hours for referral to an urgent crisis.
- 17.4.2 Contractor shall contract with an adequate number of behavioral health Provider agencies that offer next day appointments for uninsured Individuals who meet the definition of an Urgent Behavioral Health Situation and has a presentation of signs or symptoms of a behavioral health concern.
- 17.4.3 Contractor shall coordinate with the 988/National Suicide Prevention Lifeline (NSPL) Provider in their region to ensure these appointments are accessible to uninsured individual callers who meet the criteria outlined in the next day appointment assessment tool.
 - 17.4.3.1 Contractor is encouraged to work with their crisis Providers to ensure they can access next day appointments for Individuals who meet the criteria in the next day appointment.
- 17.4.4 Through the use of FBG stimulus funds the Contractor will enhance MRRCT services by adding CPC.
 - 17.4.4.1 Contractor will issue funds to existing MRRCT to add a minimum of one CPC.
 - 17.4.4.1.1 CPCs will be required to complete the HCA CPC continuing education curriculum for peer services in crisis environments.

- 17.4.4.1.2 MRRCT supervisors of CPCs must complete the HCA sponsored Operationalizing Peer Support training for supervisors within six months of hire.
- 17.4.4.2 Each BH-ASO will receive additional funding for up to two CPCs per RSA, training costs and associated administration (10 percent).
- 17.4.5 The Contractor will have established new MRRCT, or enhanced existing MRRCT staffing, for adult and children, youth and family teams that meet the intention of Engrossed Substitute Senate Bill 5092; Section 215(65); Chapter 334; Laws of 2021. Each BH ASO will have a minimum of one adult MRRCT and one children, Youth and family MRRCT in the region and continue to work on increasing capacity.
 - 17.4.5.1 The Contractor will submit a quarterly MRRCT report using the most recent template provided by the HCA. This report will include quarterly data on CPC services and adult and youth crisis services. Reports are due January 31 (October-December), April 30 (January-March), July 31 (April-June), and October 31 (July-September). Submit reports to HCABHASO@hca.wa.gov.
 - 17.4.5.2 The goal for each MRRCT is to have the capacity to provide services in the community 24 hours per day, seven days per week, 365 days per year with a two-person dyad (peer and clinician). Each MRRCT Provider must have a minimum of one Mental Health Professional supervisor to provide clinical oversight and supervision of all staff, at all times.
 - 17.4.5.3 Implementation must include the following elements:
 - 17.4.5.3.1 Each team will adhere to the HCA crisis team model.
 - 17.4.5.3.2 Each team will require at a minimum, a Mental Health Professional to provide clinical assessment and a peer trained in Crisis Services, responding jointly. Mental Health Care Provider (MHCPs), with WAC 246-341-0302 exemption, can respond jointly with a peer in place of an MHP, as long as at least one Mental Health Professional is available 24/7 for any MHCP or peer to contact for consultation, this Mental Health Professional does not have to be the supervisor.
 - 17.4.5.3.3 All peers must complete the HCA sponsored peer crisis training.
 - 17.4.5.3.4 All individuals providing MRRCT services, whether they are new or previously existing staff, must complete the following trainings:
 - 17.4.5.3.5 HCA trainings in Trauma Informed Care, De-escalation Techniques, and Harm Reduction.

- 17.4.5.3.6 HCA sponsored Certified Crisis Intervention Specialist – II (CCIS-II) EDGE Approach training by July 1, 2024. Each Participant will receive certification in CCIS-II through the National Anger Management Association (NAMA) upon completion. If individuals already hold a CCIS-II credential or greater, that was issued by NAMA, you can submit their name to HCABHASO@hca.wa.gov.
- 17.4.5.3.7 The Contractor will work collaboratively with HCA staff in standing up the teams, coordinating service delivery, adhering to the MRRCT service model and participating in required training. MRRCT shall follow the established Tribal Crisis Coordination Protocols established between the HCA and the Tribe.
- 17.4.5.4 The Contractor will work with the HCA staff in developing statewide standards for the delivery of MRRCT services. These standards must include the following elements:
 - 17.4.5.4.1 Align with MRRCT practices and values as identified in the SAMHSA National Guidelines for Behavioral Health Crisis Care Best Practice Toolkit, SAMHSA National Guidelines for Child and Youth Behavioral Health Crisis Care and NASMHPD A Safe Place to Be, Crisis Stabilization Services and Other Supports for Children and Youth.
 - 17.4.5.4.2 For child, Youth and family MRRCT, the standards will minimally include the following elements of the Mobile Response and Stabilization Services (MRSS) model:
 - 17.4.5.4.2.1 MRRCT services are delivered in-person, whenever possible.
 - 17.4.5.4.2.2 Services are provided in home or in community settings.
 - 17.4.5.4.2.3 MRRCT services provided are available within two hours of contact for emergent, within 24 hours for an urgent crisis, and best practice is a response within 60 minutes for all call types.
 - 17.4.5.4.2.4 The crisis is defined by the Individual, including adults, Youth, young adults and/or the parent/caregiver.
- 17.4.5.5 The standards for the Youth teams will incorporate the values and practices of the MRSS model and the National Association of State Mental Health

Program Directors (NASMHPD) guidance on Improving the Child and Adolescent Crisis System: Shifting from a 9-1-1 to a 9-8-8 Paradigm and will include the following components:

- 17.4.5.5.1 Responders will provide developmentally appropriate services.
- 17.4.5.5.2 Responders are intentionally inclusive of family/caregivers and natural supports throughout a stabilization period.
- 17.4.5.5.3 Responders are able to serve children, Youth, young adults and families or caregivers in their natural environments including (but not limited to) at home or in school.
- 17.4.5.6 Crisis interventions will include partnerships with children, Youth, young adults and family/caregivers to identify, restore and increase family and community connections and create linkages to necessary resources.
- 17.4.5.7 The minimum standards for adult and Youth teams as defined in this Contract section, will be incorporated into the Contractor's subcontracts by September 1, 2022.
- 17.4.5.8 The Contractor will submit all mobile rapid crisis response services under the MCR transaction as delineated in the most current Behavioral Health Supplemental Data Guide.
- 17.4.6 MRRCT goals should:
 - 17.4.6.1 Support and maintain Individuals in their current living situation and community environment, reducing the need for out-of-home placements, which reduces the need for inpatient care and residential interventions.
 - 17.4.6.2 Support Individuals, Youth, and families by providing trauma informed care.
 - 17.4.6.3 Promote and support safe behavior in home, school, and community settings.
 - 17.4.6.4 Reduce the use of emergency departments (ED), hospital boarding, and detention centers due to a behavioral health crisis.
 - 17.4.6.5 Assist Individuals, Youth, and families in accessing and linking to ongoing support and services, including intensive clinical and in-home services, as needed.
- 17.4.7 The Contractor shall provide a toll-free line that is available 24 hours a day, seven (7) days a week, to provide crisis intervention and triage services, including screening and referral to a network of Providers and community resources. The toll-free crisis line shall be a separate number from the Contractor's customer service line.
- 17.4.8 The Contractor shall ensure crisis call centers comply with the following crisis line performance standards:

- 17.4.8.1 Telephone abandonment rate – performance standard is 5 percent or less.
- 17.4.8.2 Telephone response time – performance standard is at least 90 percent of calls are answered within thirty (30) seconds.
- 17.4.9 Individuals shall be able to access Crisis Services without full completion of Intake Evaluation, Assessment, and Screenings (Mental Health).
- 17.4.10 The Contractor shall establish registration processes for non-Medicaid Individuals utilizing Crisis Services to maintain demographic and clinical information and establish a medical record/tracking system to manage their crisis care, referrals, and utilization.
- 17.4.11 The Contractor shall establish protocols for providing information about and referral to other available services and resources for Individuals who do not meet criteria for Medicaid or GFS/FBG services (e.g., homeless shelters, domestic violence programs, Alcoholics Anonymous). Protocols shall align with the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Contractor’s RSA.
- 17.4.12 The Contractor shall ensure that Crisis Service Providers document calls, services, appropriate coordination with Tribes and IHCPs, and outcomes.

17.5 Crisis System Services

- 17.5.1 The Contractor shall make the following services available to all Individuals in the Contractor’s RSAs, in accordance with the specified requirements:
 - 17.5.1.1 Crisis Triage and Intervention to determine the urgency of the needs and identify the supports and services necessary to meet those needs. Dispatch MRRCT or connect the Individual to services. For Individuals enrolled with a MCO, assist in connecting the Individual with current or prior service Providers. For Individuals who are AI/AN, assist in connecting the Individual to services available from a Tribal government or IHCP.
 - 17.5.1.2 Behavioral Health ITA Services shall be provided in accordance with WAC 246-341-0912. Services shall include investigation and evaluation activities, management of the court case findings and legal proceedings in order to ensure the due process rights of the Individuals who are detained for involuntary treatment. The Contractor shall reimburse the county for direct costs associated with providing judicial services for civil commitment and shall provide for evaluation and treatment services as ordered by the court for Individuals who are not eligible for Medicaid, including Individuals detained by a DCR. Reimbursement for judicial services shall be provided per civil commitment case at a rate to be determined based on an independent assessment of the county’s actual direct costs. This assessment must be based on an average of the expenditures for judicial services within the county over the past three years. In the event that a baseline cannot be established because there is no significant history of similar cases within the county, the reimbursement rate shall be equal to 80 percent of the median reimbursement rate of counties included in the independent assessment.

- 17.5.1.3 Services provided in Involuntary Treatment facilities such as E&T Facilities and SWMSF, must be licensed and certified by DOH. These facilities must have adequate staff to provide a safe and secure environment for the staff, patients and the community. The facilities will provide evaluation and treatment services to limit the duration of involuntary treatment until the Individual can be discharged back to their home community to continue their treatment without the loss of their civil liberties. The treatment shall be evidence-based practices to include supportive housing, supported employment, Pharmacological services, psycho-social classes, withdrawal management as needed, discharge planning, and warm handoff to follow-up treatment including any LRA care ordered by the court.
- 17.5.1.4 Assisted Outpatient Treatment (AOT) shall be provided to those who are identified as meeting the need. Each BH-ASO shall employ an AOT program coordinator. The Contractor will use funding provided in FY2023 to hire and train the BH-ASO AOT coordinator to oversee system coordination and legal compliance for AOT under RCW 71.05.148 and RCW 71.34.755.
- 17.5.1.4.1 The coordinator shall work with HCA AOT program staff to develop program requirements and best practices, policy and procedures, and implement them within the BH-ASO region.
- 17.5.1.4.2 The program will require coordination and collaboration with superior courts, MCOs, contractors providing services to Individuals released on AOT orders, and other stakeholders within their region.
- 17.5.1.4.3 Requirements of this funding include developing and implementing a plan with HCA, Regional ITA courts, AOT Providers, and community stakeholders, to have a AOT program in operation by July 1, 2023.
- 17.5.1.4.4 The Contractor, must provide notice to the tribe and IHCP regarding the filing of an AOT petition concerning a person who is an AI/AN who receives medical or behavioral health services from a tribe within the state of Washington.
- 17.5.1.4.5 The Contractor will coordinate with superior courts in their region to assure a process for the court to provide notification to the Contractor of petitions filed where the court has knowledge that the respondent is an AI/AN who receives medical or behavioral health services from a tribe within the state of Washington so that the Contractor can complete a notification of that fact to the tribe or IHCP.
- 17.5.1.4.6 Beginning February 15, 2023, the Contractor will submit quarterly narrative reports to HCABHASO@hca.wa.gov. Reports are due: February 15 (October through December); May 15

(January through March); August 15 (April through June); and November 15 (July through September). The narrative will describe updates related to the AOT implementation progress.

17.5.1.4.7 AOT and AOT LRA fund balances not utilized or planned for may be redistributed or reclaimed by HCA.

17.5.1.5 Contractor will be responsible for tracking orders for LRA treatment that are issued by a superior court within their geographic regions, including LRAs orders, CRs and AOT orders.

17.5.1.5.1 Tracking responsibility includes notification to the Individual's MCO of the order for LRA treatment so that the MCO can coordinate LRA treatment services.

17.5.1.5.1.1 The MCO is responsible to coordinate care with the Individual and the treatment Provider for the provision of LRA treatment services.

17.5.1.5.1.2 The MCO is responsible to monitor or purchase monitoring services for Individuals receiving LRA treatment services.

17.5.1.5.1.3 Monitoring will include coordination with the appropriate DCR Provider, including non-compliance.

17.5.1.5.2 For Individuals not enrolled in a managed care plan, the Contractor is responsible for coordinating LRA treatment services with the Individual and the LRA treatment Provider for the following:

17.5.1.5.2.1 Unfunded Individuals.

17.5.1.5.2.2 Individuals who are not covered by the Medicaid FFS program.

17.5.1.5.2.3 Individuals who are covered by commercial insurance.

17.5.1.5.3 The Contractor will monitor or purchase monitoring services for Individuals receiving LRA treatment services.

17.5.1.5.3.1 Monitoring will include reporting non-compliance with the appropriate DCR Provider.

17.5.1.5.3.2 For out of region Individuals who will be returning to their home region, upon

notification from the regional superior court, the Contractor will notify the home region BH-ASO of the order for LRA treatment. The home region BH-ASO will then be responsible for notifying the appropriate MCO (if applicable), tracking the order for LRA treatment, coordinating with the Individual and the LRA treatment Provider, and purchasing or providing LRA monitoring service.

17.5.1.5.3.3 The Contractor may utilize unspent funds from AOT funds provided in subsection 17.5.1.4.

17.5.1.6 Authority for treatment of services for Individuals released from a state hospital in accordance with RCW 10.77.086(4), competency restoration. Contractor may submit an A-19, not to exceed \$9,000 without prior written approval from HCA, for transition teams services and treatment services provided to non-Medicaid individuals released from a state hospital in accordance with RCW 71.05.320 or who are found not guilty by reason of insanity (NGRI).

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

17.5.2.1 Crisis Stabilization Services, includes short-term assistance with life skills training and understanding of medication effects and follow up services. Services are provided in the Individual's own home, another home-like setting, or a setting which provides safety for the Individual experiencing a behavioral health crisis.

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

17.5.2.3 Secure Withdrawal Management and Stabilization Services provided in a Facility licensed and certified by DOH to provide involuntary evaluation and treatment services to Individuals detained by the DCR for SUD ITA. Appropriate care for Individuals with a history of SUD who have been found to meet criteria for involuntary treatment includes: evaluation and assessment provided by a SUDP; acute or subacute withdrawal management services; SUD treatment; and discharge assistance provided by SUDPs, including facilitating transitions to appropriate voluntary or involuntary inpatient services or to LRA as appropriate for the Individual in accordance with WAC 246-341-0912. This is an involuntary treatment which does not require authorization.

- 17.5.2.4 Peer-to-Peer Warm Line Services are available to callers with routine concerns who could benefit from or who request to speak to a peer for support and help de-escalating emerging crises. Warm line staff may be peer volunteers who provide emotional support, comfort, and information to callers living with a mental illness.
- 17.5.2.5 Supportive housing services are a specific intervention for Individuals who, but for the availability of services, do not succeed in housing and who, but for housing, do not succeed in services. Supportive housing services help Individuals who are homeless or unstably housed live with maximum independence in community-integrated housing. Activities are intended to ensure successful community living through the utilization of skills training, cueing, modeling and supervision as identified by the person-centered assessment. Services can be provided flexibly, including in-person or on behalf of an Individual.
- 17.5.2.6 Supported employment services aid Individuals who have physical, behavioral, and/or long-term healthcare needs that make it difficult for the person to obtain and maintain employment. These ongoing services include individualized job coaching and training, help with employer relations, and assistance with job placement.

17.6 Coordination with External Entities

- 17.6.1 The Contractor shall collaborate with HCA and MCOs operating in the RSA to develop and implement strategies to coordinate care with community behavioral health Providers for Individuals with a history of frequent crisis system utilization. Coordination of care strategies will seek to reduce utilization of Crisis Services.
- 17.6.2 The Contractor shall coordinate with the regional MCOs, community court systems, First Responders, criminal justice systems, inpatient/residential service Providers, Tribal governments, IHCPs, and outpatient behavioral health Providers, to include processes to improve access to timely and appropriate treatment for Individuals with current or prior criminal justice involvement.
- 17.6.3 The Contractor shall, in partnership with the MCOs operating in the RSA, develop protocols to engage and collaborate with Department of Corrections (DOC), jail-based staff, and other partners within the criminal justice system to coordinate the discharge and transition of incarcerated adults and Transitional Age Youth (TAY) with SMI for the continuation of prescribed medications and other Behavioral Health services prior to re-entry to the community.
- 17.6.4 The Contractor shall collaborate with HCA MCOs operating in the RSA to establish protocols related to the provision of behavioral health Crisis Services by the Contractor to the MCOs' Medicaid Enrollees.
 - 17.6.4.1 Payment by the MCOs to the Contractor for Crisis Services arranged for or delivered by the Contractor or the Contractor's Provider network to

Individuals enrolled in the MCOs' plan.

17.6.4.1.1 If the Contractor is paid on a FFS basis and delivers Crisis Services through a network of crisis Providers, it shall reimburse its Providers within fourteen (14) calendar days of receipt of reimbursement from the MCO.

17.6.4.1.2 Any sub-capitation arrangement with HCA MCOs or the Contractor's Providers shall be reviewed and approved by HCA.

17.6.5 The Contractor shall submit claims and/or encounters for Crisis Services consistent with the provisions of this Contract. Claims and encounter submission timeliness requirements apply regardless of whether the Contractor directly provides services, acts as a third-party administrator for a network of crisis Providers, or is paid on a capitation or FFS basis.

17.6.6 The Contractor shall establish information systems to support data exchange consistent with the requirements in this Contract including, but not limited to: eligibility interfaces, exchange of claims and encounter data, administrative data such as PRISM, critical incidents, sharing of care and crisis plans, and MHAD necessary to coordinate service delivery in accordance with applicable privacy laws, HIPAA Regulations and 42 C.F.R. Part 2.

17.6.7 The Contractor shall notify an MCO within one Business Day when a MCO's Enrollee interacts with the crisis system.

17.6.8 The Contractor shall require that MRRCT services coordinate with co-responders within their region.

17.6.9 The Contractor is required to have a co-responder implementation plan. Co-responder implementation funds must be used solely for grants to law enforcement and other first responders to include a mental health professional on the team of personnel responding to emergencies within the region.

17.6.9.1 The Contractor will submit a co-responder implementation report describing the aggregate number of Individuals served by the co-responder and a narrative describing successes and challenges. Co-responder funds can be used for first responder programs like fire, EMTs as well as law enforcement. The Contractor must use the HCA provided Co-responder Report template. Reports are due April 30 (January-March), July 31 (April-June), October 31 (July-September), and January 31 (October 31-December 31). Submit the report to HCABHASO@hca.wa.gov.

17.7 Protocols for Coordination with Tribes and non-Tribal IHCPs

17.7.1 The Contractor shall participate in meetings with Tribes and non-Tribal IHCPs, facilitated by HCA, to develop the Protocols for Coordination with Tribes and non-Tribal IHCPs applicable to the Contractor's RSA.

- 17.7.2 The Contractor will comply with the Protocols for Coordination with Tribes and Non-Tribal IHCPs applicable to the Contractor's Regional Service Area(s) when they are completed and agreed upon for each Tribe or non-Tribal IHCP. Until these protocols are completed and agreed upon, the Contractor shall use the most recent annual plan for providing crisis and ITA evaluation on Tribal Lands that was agreed upon by the Contractor and the Tribe.
- 17.7.3 The Contractor, in partnership with HCA, will participate in HCA convened meetings to develop and revise protocols for the coordination of crisis services (including involuntary commitment assessment), care coordination, and discharge and transition planning as part of HCA's government-to-government relationship with each of the Tribes under chapter 43.376 RCW and various federal requirements and as part of HCA's meet-and-confer relationship with each non-Tribal IHCP under HCA policy. These protocols will include a procedure and timeframe for evaluating the protocols' efficacy and reviewing or modifying the protocols to the satisfaction of all parties. These protocols may be jointly developed with more than one Tribe and/or non-Tribal IHCPs in an RSA. With respect to crisis and involuntary commitment assessment services, these protocols will include at a minimum a description of the procedures or processes for:
- 17.7.3.1 DCRs access to Tribal lands to provide services, including crisis response and involuntary commitment assessment;
 - 17.7.3.2 Providing services on Tribal lands in the evening, holidays, or weekends if different than during business hours;
 - 17.7.3.3 Notifying Tribal authorities when crisis services are provided on Tribal land, especially on weekends, holidays or after business hours, including who is notified and timeframes for the notification;
 - 17.7.3.4 How DCRs will coordinate with Tribal mental health and/or SUD Providers and others identified in the protocols, including coordination and debriefing with any Tribal mental health or SUD Providers after a crisis service has been provided;
 - 17.7.3.5 When a DCR determines whether to detain or not for involuntary commitment; and
 - 17.7.3.6 If ITA evaluations cannot be conducted on Tribal land, how and by whom Individuals will be transported to non-Tribal lands for involuntary commitment assessment and detention and/or to a licensed Evaluation and Treatment Facility.
- 17.7.4 HCA will provide the Contractor a copy of each set of Protocols applicable to the Contractor's RSA as soon as they are agreed upon by the Tribe or non-Tribal IHCP.

17.8 Tribal Designated Crisis Responders

- 17.8.1 Upon the Contractor's authority to designate DCR's, and upon request, the Contractor must assist and designate at least one person from each Tribe within the Contractor's RSA as a Tribal DCR, subject to the following requirements:
- 17.8.1.1 The potential Tribal DCR must meet all the requirements as a DCR in accordance with RCW 71.05.020, 71.24.025 and 71.34.020.
 - 17.8.1.2 The request for designation of a potential Tribal DCR person must be made in writing to the Contractor from the Tribal Authority.
 - 17.8.1.3 If the Contractor's RSA includes multiple Tribes, and upon written request from all the affected Tribes, Tribes may elect to share Tribal DCRs.
 - 17.8.1.4 The decision-making authority of the DCR must be independent of the Contractor's administration and the Tribal Authority.
- 17.8.2 In the event the Contractor and Tribal Authority are unable to reach agreement on a methodology to designate a Tribal DCRs, including hiring, funding and operational processes, written documentation must be provided to HCA's office of Tribal Affairs and must be submitted to HCABHASO@hca.wa.gov.
- 17.8.2.1 Documentation must include names of those participating in the planning discussions from both parties and barriers or issues that remain unresolved.
 - 17.8.2.2 HCA will work with both parties to attempt to resolve issues and provide technical assistance where needed. This may include a facilitated executive level meeting between both parties.
- 17.8.3 The Contractor will enable any Tribal DCR, whether appointed by the Contractor, by the courts within the region, or by HCA, to shadow with and receive on-the-job training and technical assistance from a DCR employed by a DCR Provider agency that is contracted with the Contractor.
- 17.8.4 The Contractor must actively engage and include Tribal DCRs whether appointed by the Contractor, by the courts within the region, or by HCA, in the regional work on Crisis Services collaborative groups, trainings, and policy impacts within their RSA and as provided to other crisis and DCR service Providers.
- 17.8.5 The Contractor must pay for non-Medicaid DCR evaluations provided by Tribal DCRs.

17.9 Crisis System Reporting

- 17.9.1 For each RSA, the Contractor shall provide crisis system reports to include quarterly and annual reports. Reports must be submitted to HCA at HCABHASO@hca.wa.gov.
- 17.9.1.1 The quarterly report is due forty-five (45) calendar days following each quarter. The Contractor must use the HCA provided Crisis System Metrics

Report template.

17.9.1.2 The annual report is due by the last day of February for the previous calendar year. The report must include:

17.9.1.2.1 A summary and analysis about each region's crisis system, to include information from the quarterly Crisis System Metrics Report, callers funding sources (Medicaid, non-Medicaid, other) and caller demographics including age, gender, and ethnicity.

17.9.1.2.2 A summary of crisis system coordination activities with external entities, including successes and challenges. External entities addressed in the summary must include but are not limited to regional MCOs, community behavioral health Providers, First Responders, partners within the criminal justice system, and Tribal entities.

17.9.1.2.3 A summary of how Individuals' crisis prevention plans are used to inform DCRs dispatched on crisis visits, reduce unnecessary crisis system utilization and maintain the Individual's stability. Include in the summary an analysis of the consistency of use and effectiveness of the crisis prevention plans.

17.9.1.2.4 Provide a summary of the development, implementation, and outcomes of activities and strategies used to improve the crisis system. To include:

17.9.1.2.4.1 An overview and analysis of available information and data about the disposition of crisis calls.

17.9.1.2.4.2 Coordination of referrals to Provider agencies or MCOs for case management, awareness of frequent crisis line callers and reduction of law enforcement involvement with the crisis system.

17.9.1.2.4.3 A description of how crisis system data is used throughout the year, including the use of information from community partners about the crisis system effectiveness.

17.9.1.2.4.4 Any systemic changes to the crisis system planned in the upcoming year as a result of the information and data.

18 JUVENILE COURT TREATMENT PROGRAM

18.1 Juvenile Court Treatment Program Requirements

- 18.1.1 In RSAs where funding is provided, the Contractor shall support Individuals involved with a region's Juvenile Drug Court (JDC), or other juvenile court treatment program, to provide the following services:
 - 18.1.1.1 A SUD assessment.
 - 18.1.1.2 SUD and mental health treatment and counseling as appropriate which may include Evidence-Based Practices such as Functional Family Therapy and Aggression Replacement Training.
 - 18.1.1.3 A comprehensive case management plan which is individually tailored, culturally appropriate, developmentally and gender appropriate, and which includes educational goals that draw on the strengths and address the needs of the Individual.
 - 18.1.1.4 Track attendance, completion of activities, and offer incentives for compliance.
 - 18.1.1.5 Engagement of the community to broaden the support structure and better ensure success such as referrals to mentors, support groups, pro-social activities, etc.
- 18.1.2 The Contractor will submit the quarterly Juvenile Court Treatment Program Report within forty-five (45) calendar days of the state fiscal quarter end using the most current version of the Juvenile Court Treatment Program reporting template.

19 CRIMINAL JUSTICE TREATMENT ACCOUNT (CJTA)

19.1 CJTA Funding Guidelines

- 19.1.1 In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA per RCW 71.24.580. Services provided through CJTA appropriation must be clearly documented and reported in accordance with subsection 9.3.1.8 of this Contract.
- 19.1.2 The Contractor shall implement any CJTA plans developed by the local CJTA panel established under RCW 71.24.580(6) and approved by the CJTA Panel in accordance with RCW 71.24.580(5)(b).
- 19.1.3 A portion of the CJTA appropriation is provided solely for maintaining therapeutic courts created using CJTA funding, or to maintain the expansion of services being provided to already existing therapeutic courts.
- 19.1.4 In accordance with RCW 2.30.040, counties are required to provide a dollar-for-dollar participation match for CJTA funded services for Individuals who are under the supervision of a therapeutic court.
- 19.1.5 No more than 10 percent of the total CJTA funds can be used for the following treatment support services combined:
- 19.1.5.1 Transportation; and
 - 19.1.5.2 Child Care Services.
- 19.1.6 Moneys allocated under this Section shall be used to supplement, not supplant, other federal, state, and local funds used for SUD treatment per RCW 71.24.580(8).
- 19.1.7 The Contractor shall dedicate a minimum 30 percent of the CJTA funds for innovative projects that meet any or all of the following conditions:
- 19.1.7.1 An acknowledged evidence or research based best practice (or treatment strategy) that can be documented in published research, or
 - 19.1.7.2 An approach utilizing either traditional or best practices to treat significantly underserved and marginalized population(s) and populations who are disproportionately affected by involvement in the criminal justice system, or
 - 19.1.7.3 A regional project conducted in partnership with at least one other entity serving the RSA such as, the AH-IMC MCOs operating in the RSA or the ACH.
- 19.1.8 HCA retains the right to request progress reports or updates on innovative projects funded under this subsection.

19.2 Allowable Expenditures under CJTA

19.2.1 Services that can be provided using CJTA funds are:

19.2.1.1 Brief Intervention (any level, assessment not required);

19.2.1.2 Clinically Managed Residential Withdrawal Management (ASAM Level 3.2WM);

19.2.1.3 Outpatient Services (ASAM Level 1);

19.2.1.4 Intensive Outpatient Services (ASAM Level 2.1);

19.2.1.5 Opioid Treatment Program (ASAM Level 1);

19.2.1.6 Clinically Managed High Intensity Residential Services (ASAM Level 3.5);

19.2.1.7 Clinically Managed Population-Specific High-Intensity Residential Services;

19.2.1.8 Clinically Managed Low-Intensity Residential Services (ASAM Level 3.1);

19.2.1.9 Assessment (to include Assessments done while in jail);

19.2.1.10 Interim Services;

19.2.1.11 Community Outreach;

19.2.1.12 Involuntary Commitment Investigations and Treatment;

19.2.1.13 Room and Board (Residential Treatment Only);

19.2.1.14 Transportation;

19.2.1.15 Child Care Services;

19.2.1.16 Urinalysis;

19.2.1.17 Case Management;

19.2.1.18 Treatment in the jail:

19.2.1.18.1 The Contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail.

19.2.1.18.1.1 The Contractor may request an exception to this funding limit within their strategic plan submitted per subsection 19.3.1 of this Contract.

19.2.1.18.2 SUD treatment services provided in jail may include, but are not limited to the following:

- 19.2.1.18.2.1 Engaging Individuals in SUD treatment;
- 19.2.1.18.2.2 Referral to SUD services;
- 19.2.1.18.2.3 Administration of medications for the treatment of SUDs, including Opioid Use Disorder, to include the following:
 - 19.2.1.18.2.3.1 Screening for medications for SUDs;
 - 19.2.1.18.2.3.2 Cost of medications for SUDs; and
 - 19.2.1.18.2.3.3 Administration of medications for SUDs.

- 19.2.1.18.3 Coordinating care;
- 19.2.1.18.4 Continuity of Care; and
- 19.2.1.18.5 Transition planning.

- 19.2.1.19 Employment services and job training;
- 19.2.1.20 Relapse prevention;
- 19.2.1.21 Family/marriage education;
- 19.2.1.22 Peer-to-peer services, mentoring and coaching;
- 19.2.1.23 Self-help and support groups;
- 19.2.1.24 Housing support services (rent and/or deposits);
- 19.2.1.25 Life skills;
- 19.2.1.26 Education; and
- 19.2.1.27 Parent education and child development.

19.2.2 SUD treatments services and treatment support services for non-violent offenders within a drug court program may be continued for 180 calendar days following graduation from the drug court program.

19.3 CJTA Strategic Plan

- 19.3.1 The CJTA Biennial Plan is due every two years on October 1.
 - 19.3.1.1 The Contractor must coordinate with the local legislative authority for the county or counties in its RSA in order to facilitate the planning requirement

as described in RCW 71.24.580(6). The CJTA Biennial Plan shall:

19.3.1.1.1 Describe in detail how SUD treatment and support services will be delivered within the region;

19.3.1.1.2 Address the CJTA Account Match Requirement from subsection 19.1.4 of this Contract;

19.3.1.1.3 Include details on innovative projects as referenced in subsection 19.1.7 of this Contract, including the following:

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

19.3.1.1.3.2 Describe how the project will enhance treatment services for eligible Individuals identified in RCW 71.24.580(1)(a) - (b);

19.3.1.1.3.3 Describe how the project will incorporate best practices and treatment strategies while addressing underserved populations;

19.3.1.1.3.4 Indicate the number of Individuals who were served using innovative funds; and

19.3.1.1.3.5 Detail the original goals and objectives of the project.

19.3.1.2 If applicable, the CJTA Biennial Plan will indicate a plan of action for meeting the requirements in subsection 19.5 of this Contract.

19.3.1.3 Completed plans must be submitted to HCA and the CJTA Panel established in RCW 71.24.580(5)(b), for review and approval. Once approved, the Contractor must implement its plan as written.

19.4 State Appropriation Recoupment

19.4.1 In accordance with RCW 71.24.580(11), HCA shall monitor and review, on an annual basis, expenditures related to CJTA appropriations.

19.4.2 HCA will help recoup and redistribute underspent or overspent funds on an annual basis to ensure accordance with RCW 71.24.580(11), any remaining unspent CJTA appropriations will be returned to HCA at the end of the state fiscal biennium.

19.5 Medications for Opioid Use Disorder in Therapeutic Courts

19.5.1 The Contractor, under the provisions of this Contract and in accordance with RCW 71.24.580(9), will abide by the following guidelines related to CJTA funding that supports therapeutic courts:

- 19.5.1.1 The Contractor will only subcontract with behavioral health Providers and therapeutic courts that have policy and procedures in place that:
 - 19.5.1.1.1 Allow Individuals at any point in their course of treatment to be prescribed any medication approved by the FDA for the treatment of SUD.
 - 19.5.1.1.2 Do not deny admission into therapeutic court programs and related services for Individuals who are prescribed any medication approved by the FDA for the treatment of SUD; and
 - 19.5.1.1.3 Do not mandate titration of any medication approved by the FDA for the treatment of SUD, as a condition of Individuals being admitted into the program, continuing in the program, or graduating from the program; with the understanding that decisions concerning medication adjustment are made solely between the Individual and their prescribing Provider.
- 19.5.1.2 The Contractor will ensure the Subcontractor coordinates care with agencies that are able to provide or facilitate the induction of any medication approved by the FDA for the treatment of SUD.
- 19.5.1.3 The Contractor must notify the HCA if it discovers that a behavioral health Provider or therapeutic court program that receive CJTA funding are practicing any of the following:
 - 19.5.1.3.1 Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a therapeutic court program;
 - 19.5.1.3.2 Requiring Individuals already in the program to discontinue medication regimen to comply with program requirements; and
 - 19.5.1.3.3 Requiring discontinuation, titration, or alteration of their medication regimen as a necessary component of meeting program requirements for graduation from a therapeutic court program.
- 19.5.1.4 All decisions regarding an Individual's amenability and appropriateness for medications will be made by the Individual in concert with a prescribing Provider.

19.6 CJTA Quarterly Progress Report

- 19.6.1 The Contractor will submit a CJTA Quarterly Progress Report within forty-five (45) calendar days of the state fiscal quarter end using the reporting template, CJTA Quarterly Progress Report. CJTA Quarterly Progress Report must include the following program elements:

- 19.6.1.1 Number of Individuals served under CJTA funding for that time period;
 - 19.6.1.2 Barriers to providing services to the criminal justice population;
 - 19.6.1.3 Strategies to overcome the identified barriers;
 - 19.6.1.4 Training and technical assistance needs;
 - 19.6.1.5 Success stories or narratives from Individuals receiving CJTA services; and
 - 19.6.1.6 If a therapeutic court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for SUD, referred to a prescriber of medications for SUD, or were provided information regarding medications for SUD.
- 19.6.2 CJTA quarterly reports are due forty-five calendar days following the end of the quarter. Reporting periods: Quarter 1, July through September; Quarter2, October through December; Quarter 3, January through March; and Quarter 4, April through June.

20 FEDERAL BLOCK GRANTS (FBG)

20.1 Federal Block Grant Requirements

- 20.1.1 In each RSA, the Contractor shall collect information from key stakeholders and community partners, including Tribal partners and other IHCPs, to develop the regional MHBG and SABG Project Plans. The project plans shall be approved by the regional BHAB. The Contractor shall provide annual documentation that the BHAB has approved the project plans. The Contractor must submit the proposed SABG and MHBG project plans for HCA's approval using the current MHBG and SABG project plan templates provided by HCA. Project plans must be submitted annually by July 15. HCA shall review the proposed plans and notify the Contractor of the date of approval, or if not approved, the date revisions are due. HCA shall not process payment for FBG services until HCA has approved the project plans. Any changes to the Project Plans must be submitted to HCA for review and approval prior to implementation.
- 20.1.2 The Contractor shall provide, or subcontract for services, according to the approved regional MHBG and the regional SABG project plans.
- 20.1.3 The Contractor shall provide MHBG services to promote Recovery for adults with a SMI and resiliency for children with Severe Emotional Disturbance (SED) in accordance with federal and state requirements. SABG funds shall be used to provide services to priority populations.
- 20.1.4 The Contractor shall ensure that FBG funds are used only for services to Individuals who are not enrolled in Medicaid or for services that are not covered by Medicaid as described below:

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

- 20.1.5 Upon request by HCA, the Contractor shall attend or send a representative to the Washington State Behavioral Health Advisory Committee meetings to discuss priorities for future FBG supported services.
- 20.1.6 FBG requires annual peer reviews by individuals with expertise in the field of mental health treatment (for MHBG) and by individuals with expertise in the field of drug abuse treatment (for SABG) consisting of at least 5 percent of treatment Providers. The Contractor and Subcontractors shall participate in a peer review process when requested by HCA (42 U.S.C. § 300x-53(a) and 45 C.F.R. § 96.136, MHBG Service Provisions).

- 20.1.7 The Contractor shall submit regional MHBG and SABG Final Reports, annually, by August 1 of each year, for services provided in the prior state fiscal year. Reports must be submitted using the current Federal Block Grant Annual Progress Report template.
- 20.1.8 Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the Federal Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

21 JAIL TRANSITION SERVICES

21.1 Jail Transition Services Requirements

- 21.1.1 Jail Transition Services are to be provided within the identified resources in Exhibit A.
- 21.1.2 The Contractor shall coordinate with local and Tribal law enforcement, courts and jail personnel to meet the needs of Individuals detained in city, county, tribal, and regional jails.
- 21.1.3 The Contractor must identify and provide transition services to Individuals with mental illness and/or co-occurring disorders to expedite and facilitate their return to the community.
- 21.1.4 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.
- 21.1.5 The Contractor shall assist Individuals with mental illness in completing and submitting an application for medical assistance prior to release from jail.
- 21.1.6 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.
- 21.1.7 Pre-release services shall include:
 - 21.1.7.1 Mental health and SUD screening for Individuals who display behavior consistent with a need for such screening who submit a Health Kite requesting services, or have been referred by jail staff, or officers of the court.
 - 21.1.7.2 Intake Evaluation, Assessment, and Screenings (Mental Health) for Individuals identified during the mental health screening as a member of a priority population.
 - 21.1.7.3 Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.
 - 21.1.7.4 Other prudent pre-release and pre-trial case management and transition planning.
 - 21.1.7.5 Direct mental health or SUD services to Individuals who are in jails that have no mental health staff working in the jail providing services.

- 21.1.7.6 Post-release outreach to ensure follow-up for mental health and other services (e.g., SUD) to stabilize Individuals in the community.
- 21.1.8 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:
 - 21.1.8.1 Identify recently booked Individuals that are eligible for Medicaid or had their Medicaid benefits suspended for purposes of establishing Continuity of Care upon release.
 - 21.1.8.2 Develop individual alternative service plans (alternative to the jail) for submission to the courts. Plans will incorporate evidence-based risk assessment screening tools.
 - 21.1.8.3 Interlocal agreements with juvenile detention facilities.
 - 21.1.8.4 Provide up to a seven (7) day supply of medications for the treatment of mental health symptoms following the release from jail.
 - 21.1.8.5 Training to local law enforcement and jail services personnel regarding de-escalation, crisis intervention, and similar training topics.
- 21.1.9 The Contractor will submit the Annual Jail Transition Services Report by August 31 of each year, for services provided in the prior state fiscal year. The report must be submitted to HCA at HCABHASO@hca.wa.gov. The report will include the following:
 - 21.1.9.1 Number of Jail Transition Services provided;
 - 21.1.9.2 Number of Individuals served with Jail Transition funding;
 - 21.1.9.3 Narrative describing Jail Transition Services provided;
 - 21.1.9.4 Narrative describing barriers to providing Jail Transition Services; and
 - 21.1.9.5 Narrative describing strategies to overcome identified Jail Transition Services barriers.

22 PEER PATHFINDERS TRANSITION FROM INCARCERATION PILOT PROGRAM

22.1 Peer Pathfinders Transition from Incarceration Expectations

- 22.1.1 The Peer Pathfinders Transition from Incarceration Pilot Program is intended to serve those who are exiting correctional facilities in Washington State who have either a serious mental illness, a SUD, or co-occurring conditions.
- 22.1.1.1 Participation in the program is voluntary.
- 22.1.1.2 The Peer Pathfinders will attempt to engage Individuals in planning their discharge. BH-ASO contracted jail transition teams will help the Peer Pathfinder identify potential participants.
- 22.1.1.3 The Peer Pathfinder will work with the Individual on transitioning out of incarceration and into community-based services to address identified needs.
- 22.1.1.4 These supports may include spending time establishing social support, helping with independent living skills, developing coping skills, and community adjustment skills.
- 22.1.1.5 The hand-off between the Peer Pathfinder and the community behavioral health Provider who is providing behavioral health services will be gradual and based on the Individual's needs and their person-centered plan.
- 22.1.1.6 The anticipated duration of in-community Peer Pathfinder services is 120 calendar days with extensions granted by the Contractor on a case-by-case basis.

22.2 Staffing

- 22.2.1 Contractor is expected to have a minimum of one Peer Pathfinder FTE with American Rescue Plan Act (ARPA) funds. Remaining funds shall be used for participant engagement in order to ensure successful transition to treatment. Peer Pathfinder ARPA funding begins July 1, 2023, and shall be expended by September 20, 2025.
- 22.2.2 Contractor shall contract with an agency licensed by DOH as a Behavioral Health Agency certified to deliver peer services.
- 22.2.3 Peer Pathfinder is required to complete the Intersections of Behavioral Health and the Law training, within ninety (90) calendar days of training being made available.
- 22.2.4 Peer Pathfinder will work with an average of six to twelve program Individuals. Peer Pathfinders shall routinely engage and interact with potential program Individuals.
- 22.2.5 Participate in statewide Peer Pathfinder administrative support conference calls/coordination meetings as scheduled.

- 22.2.6 Participate in Peer Pathfinder training events scheduled by HCA.
 - 22.2.6.1 Complete the current HCA Peer Pathfinder Jail Transition report log and submit to HCABHASO@hca.wa.gov via secured email. The report are due April 30 (January-March), July 31 (April-June), October 31 (July-September), and January 31 (October-December).
 - 22.2.6.2 Coordinate activities with the Jail Transitions Team and Trueblood Programs where applicable.

22.3 Peer Pathfinder Program Duties

- 22.3.1 In conjunction with the BH-ASO Jail Transitions team, the Peer Pathfinder will work to engage Individuals eligible for Jail Transitions services The Peer Pathfinder shall work directly with Individuals upon release and follow them through their transition back into the community to ensure linkage relevant services for their recovery.
- 22.3.2 The Peer Pathfinder shall support the jail transition team with release planning to include the following:
 - 22.3.2.1 Function as a member of the Individual’s jail transition team.
 - 22.3.2.2 Identify Individual-perceived barriers to discharge, assist the Individual with working through barriers and assure the Individual that they will be supported throughout the process.
 - 22.3.2.3 Coordinating in conjunction with release planning efforts for the Individual to travel back to his or her community.
- 22.3.3 The frequency and duration of Peer Pathfinder services will be determined by the Individual’s needs, the service level required to help the Individual stay safely in the community, and caseload prioritization. Peer Pathfinder services will be decreased when the Individual is receiving behavioral health treatment and peer services from a behavioral health agency or when the Individual no longer wants the Peer Pathfinder’s support.
 - 22.3.3.1 The Peer Pathfinder shall facilitate a “warm hand-off” to the behavioral health agency chosen by the Individual. Warm hand-off activities may include:
 - 22.3.3.1.1 Function as a member of the Individual’s jail transition team.
 - 22.3.3.1.2 Identify Individual-perceived barriers to discharge, assist the Individual with working through barriers and assure the Individual that they will be supported throughout the process.
 - 22.3.3.1.3 Coordinating in conjunction with release planning efforts for the individual to travel back to his or her community.

- 22.3.4 Examples of Peer Pathfinder engagement activities may include:
 - 22.3.4.1 Interacting with potential participants.
 - 22.3.4.2 Developing a trusting relationship with participants.
 - 22.3.4.3 Promoting a sense of self-direction and self-advocacy.
 - 22.3.4.4 Sharing their experiences in recovery.
 - 22.3.4.5 Helping motivate through sharing the strengths and challenges of their own illness.
 - 22.3.4.6 Considering the Individual's medical issues and helping them develop wellness plans they can pursue in accordance with their physician recommendations.
 - 22.3.4.7 Helping the Individual plan how they will successfully manage their life in the community.
 - 22.3.4.8 Educating Individuals about resources in their home community.
 - 22.3.4.9 When requested by the Individual join in treatment team meetings if there are no safety concerns. Help to convey the Individual's perspectives and assist the Individual with understanding the process.
- 22.3.5 Community-based post-release activities will include:
 - 22.3.5.1 Assisting the Individual in developing a crisis plan with the Individual's behavioral health service agency. The Peer Pathfinder may be identified as a non-crisis resource in the plan.
 - 22.3.5.2 Work to connect the Individual with natural support resources and the local recovery community and attend meetings as allowed.
 - 22.3.5.3 Support the Individual in developing skills to facilitate trust-based relationships, develop strategies for maintaining wellness and develop skills to support relationships.
 - 22.3.5.4 Assist the Individual in developing a life structure, including skills for daily living such as visits to coffee shops, use of local transportation, opening a bank account, work effectively with a payee if needed, understand benefits, budget planning, shopping and meal preparation, access leisure activities, find a church or faith home, attain, and maintain housing, etc.
 - 22.3.5.5 Support the Individual in developing skills to schedule, track and attend appointments with Providers.
 - 22.3.5.6 Assist the Individual develop skills for self-advocacy so that the Individual can better define his or her treatment plan and communicate clearly with professionals such as psychiatric prescribers, primary care doctors, etc. The

Peer Pathfinder should also help Individuals prepare for appointments and identify questions or comments the Individual might have for the Provider.

22.3.5.6.1 Explore supported employment that addresses the following:

22.3.5.6.1.1 Employment goals and how they relate to recovery.

22.3.5.6.1.2 The availability of additional training and education to help the Individual become employable.

22.3.5.6.1.3 The array of employment programs and supported employment opportunities available within the region.

22.3.6 Peer Pathfinders should demonstrate that recovery is possible and model SAMHSA's Working Definition of Recovery along with The 10 Guiding Principles of Recovery identified by SAMHSA in the following link:
<https://store.samhsa.gov/sites/default/files/d7/priv/pep12-recdef.pdf>.

22.3.7 The Peer Pathfinder team, including Peer Pathfinder Supervisor will:

22.3.7.1 Participate in statewide Peer Pathfinder Program administrative support conference calls as applicable.

22.3.7.2 Participate in Peer Pathfinder Training events scheduled by DBHR.

22.3.7.3 Coordinate and communicate Peer Pathfinder team schedules for participating at the inpatient settings with Peer Pathfinder coordinator.

22.3.8 The Peer Pathfinder Job Description must contain the following elements:

22.3.8.1 Required Qualifications include:

22.3.8.1.1 Lived experience of mental health recovery and the willingness to share his/her own experiences.

22.3.8.1.2 Ability to work flexible hours.

22.3.8.1.3 Valid Washington Driver's license or the ability to travel via public transportation.

22.3.8.1.4 Ability to meet timely documentation requirements.

22.3.8.1.5 Ability to work in a cooperative and collaborative manner as a team member with hospital staff, MCO/BH-ASO staff, and program Individuals.

- 22.3.8.1.6 Strong written and verbal communication skills.
- 22.3.8.1.7 General office and computer experience.
- 22.3.8.1.8 Washington Certified Peer Specialist with at least two years' experience working as a peer preferred.
- 22.3.8.1.9 Dress professionally and appropriately.
- 22.3.8.2 Desired Qualifications include:
 - 22.3.8.2.1 Ability and experience working with people from diverse cultures.
 - 22.3.8.2.2 Familiarity with the criminal court system.
 - 22.3.8.2.3 Ability to form trusting and reciprocal relationships.

23 DEDICATED CANNABIS ACCOUNT (DCA)

23.1 DCA expenditure requirements

- 23.1.1 DCA funds are to be provided within the identified resources in Exhibit A.
- 23.1.2 DCA funds shall be used to fund SUD treatment services for Youth living at or below 220 percent of the federal poverty level, without insurance coverage or who are seeking services independent of their parent/guardian.
- 23.1.3 DCA funds may be used for development, implementation, maintenance, and evaluation of programs that support intervention, treatment, and Recovery Support Services for middle school and high school aged students.
- 23.1.4 All new programs and services must direct at least 85 percent of funding to evidence-based or research-based programs and practices that produce objectively measurable results and are expected to be cost beneficial.
- 23.1.5 Up to 15 percent of the funds appropriated for new programs and new services may be used to provide support to proven and tested practices, emerging best practices, or promising practices.

24 FAMILY YOUTH SYSTEM PARTNER ROUNDTABLE (FYSPRT)

24.1 General Requirements

- 24.1.1 FYSPRT support shall be provided within the identified resources in Exhibit A and reported in accordance with this Section. Funding identified in Exhibit A is to support FYSPRT deliverables outlined in this Contract including travel, meeting support, and projects outlined in the Work Plan.
- 24.1.2 Work completed under this Section of the Contract will be in alignment with the FYSPRT manual.
- 24.1.3 Include Youth, family and system partner representation in all aspects of the development, promotion, support, implementation, and evaluation of the Regional FYSPRT.
- 24.1.4 Consistent with the FYSPRT manual, the Contractor will continue to develop, promote and support each Regional FYSPRT by providing administrative and staff support for FYSPRT deliverables as outlined in this Section, including but not limited to: community Outreach and Engagement efforts to publicize the work of the FYSPRTs and recruit members; fiscal management; arranging meeting space; and other administrative supports necessary for the operation of the Regional FYSPRT.
- 24.1.5 Engage with Youth, families, and system partners to build and maintain Regional FYSPRT participation as identified in the FYSPRT manual.
- 24.1.6 Convene a minimum of ten Regional FYSPRT meetings, in person or virtually, in the calendar year. Meeting materials must be made publicly available on the Contractor's or FYSPRT's website prior to the meeting. The meetings shall:
 - 24.1.6.1 Follow the Regional FYSPRT meeting protocol found in the FYSPRT manual; and
 - 24.1.6.2 Include a review of WISe data or WISe reports at two meetings per calendar year to identify the strengths and needs of the RSA. Include in the quarterly report a plan to address the need(s) as a meeting agenda item, Work Plan goal or other method.
- 24.1.7 Create and submit a Work Plan for a two-year period based on the results of the following:
 - 24.1.7.1 Completed needs assessment submitted to HCA October 31 of every even calendar year; and
 - 24.1.7.2 FYSPRT meetings and evaluations.
 - 24.1.7.3 The Work Plan shall be submitted to HCA by January 31 of odd years and must identify at least four priority areas of focus. One of the four priority areas must be connected to the research, identification, and outreach to

diverse communities in your RSA, including but not limited to tribal, urban Indian, and underserved or underrepresented communities, to engage in the Regional FYSPRT. All four priority areas of focus shall include for each priority:

24.1.7.3.1 Goals;

24.1.7.3.2 Action steps;

24.1.7.3.3 Those assigned; and

24.1.7.3.4 Timeline for completion.

24.1.8 Submit an updated Work Plan quarterly showing progress on goals, action steps, those assigned and timeline for completion in the Work Plan. The Work Plan must include a clearly identifiable revision date on the document. In the quarterly report, include a narrative identifying barriers and plans to address barriers.

24.1.9 Between January and March 2024, survey the Regional FYSPRT membership using an outreach method of the region's choice, to gather feedback on the format of future meetings. The outreach method must include all members on the FYSPRT roster and provide an opportunity for all members to provide feedback on meeting preferences for in person, hybrid, or virtual meetings. A narrative document, including survey findings and an implementation plan, shall be submitted by April 30, 2024 to HCABHASO@hca.wa.gov.

24.1.10 Maintain Regional FYSPRT webpages that include:

24.1.10.1 Point of contact, name, email, and phone number;

24.1.10.2 Regional agendas and meeting notes;

24.1.10.3 Dates, locations, and times of past and upcoming Regional FYSPRT meetings, including information on travel reimbursement, child care, and other meeting supports. If the meeting is online, include information about how to join;

24.1.10.4 A Regional Charter;

24.1.10.5 Policies and procedures (may also be addressed in the Regional FYSPRT Charter), including how to propose an agenda item for a future Regional FYSPRT meeting;

24.1.10.6 Results of the needs assessment;

24.1.10.7 The Work Plan; and

24.1.10.8 Links to relevant regional/statewide resources and information.

24.1.11 Participation in state-level activities, to include:

- 24.1.11.1 Identification of Regional Tri-Leads to participate as members of the Statewide FYSPRT, including attending meetings and responding to surveys and emails;
 - 24.1.11.2 Provision of travel support for all Regional Tri-Leads to attend the Statewide FYSPRT meetings, if in-person with the requirement that at least two of the three Tri-Leads attend each Statewide FYSPRT meeting on a rotating schedule to prioritize each Tri-Lead attending once per calendar year within available resources;
 - 24.1.11.3 Provide supports for Regional FYSPRT Youth Tri-Lead(s) to participate as members of the Statewide Youth Leadership Network activities, trainings, or meetings a minimum of once per quarter and attend other youth run organization or program events and activities as determined by regional needs or as requested by HCA within available resources; and
 - 24.1.11.4 Provide supports for Regional FYSPRT Family Tri-Lead(s) to participate as members of the Washington Behavioral Health Statewide Family Network activities, trainings, or meetings a minimum of once per quarter and attend other family run organization or program events and activities as determined by regional needs or requested by HCA and within available resources.
- 24.1.12 Utilize a meeting evaluation tool, such as the FYSPRT Evaluation Tool and FYSPRT Evaluation – Narrative Team Effectiveness Questionnaire, (found in the FYSPRT manual) to evaluate the effectiveness of the Regional FYSPRT meetings at least one time per quarter. Include in quarterly reports how the information gathered from the evaluation tools have informed future meetings.
- 24.1.13 Quarterly reports are due by the last day of the month of January, April, July, and October and must be submitted to HCABHASO@hca.wa.gov. Quarterly reports must include the following:
- 24.1.13.1 A quarterly report summarizing the progress or completion of FYSPRT deliverables outlined in the FYSPRT section of this Contract, identifying any barriers and plans to address barriers;
 - 24.1.13.2 Submit the updated Work Plan quarterly, with progress updates and a clearly identifiable revision date included in the document;
 - 24.1.13.3 Sign-in sheets, showing percentage of Youth and family in attendance; if below the benchmark of 51 percent, note the percentage in the quarterly report and identify three strategies to increase Youth and family participation to 51 percent in the next quarter;
 - 24.1.13.4 Meeting notes;
 - 24.1.13.5 Updated membership roster;
 - 24.1.13.6 A link to the required Regional FYSPRT webpage materials;

24.1.13.7 Tri-Lead attendance at Statewide FYSPRT meetings;

24.1.13.8 Gift card purchase and distribution tracker;

24.1.13.9 Gift card purchases and distribution must be tracked on the gift card purchase and distribution tracker provided by HCA and shall include documentation of the date of purchase, date of distribution, name of participant receiving the gift card, amount of gift card and purpose the gift card is being given. The tracker will include the total dollar amount of gift cards on hand and the total dollar amount of gift cards distributed for the quarter being reported and the state fiscal year;

24.1.13.10 Member travel, participation and meeting support shall include documentation of the date of travel/meeting support, name of participant, the purpose of the expense, and the amount of the expense being reimbursed;

24.1.13.11 Member travel, participation and meeting reimbursement must be billed in the quarter in which the expense occurred. Documentation shall be submitted with the A-19 in alignment with Contractor policies and shall be billed quarterly on the A-19; and

24.1.13.12 A-19s shall be submitted within forty-five (45) calendar days of the end of each state fiscal quarter and must be submitted to HCABHASO@hca.wa.gov.

25 COMMUNITY BEHAVIORAL HEALTH ENHANCEMENT (CBHE) FUNDS

25.1 CBHE Communication Plan Requirements

- 25.1.1 The CHBE funding is intended to increase funding for Behavioral Health services provided by licensed and certified community Behavioral Health agencies. The Contractor must follow the previously submitted CBHE Communication Plan (“Communication Plan”) that outlines how the portion of the funding received will strengthen the Behavioral Health community and assist in recruitment and retention. The Contractor shall submit a CBHE Communication Plan to HCABHASO@hca.wa.gov by June 15 for the next SFY.
- 25.1.2 The Communication Plan must include the following:
- 25.1.2.1 Outline of how the portion of the funding received will strengthen the Behavioral Health Provider community workforce.
 - 25.1.2.2 How the Contractor will increase Provider capacity, including staff retention and service delivery.
 - 25.1.2.3 The Communication Plan must meet the intention of Engrossed Substitute Senate Bill 5092; Section 215(20); Chapter 334; Laws of 2021.
 - 25.1.2.4 Timelines for implementation of all planned enhancement activities.
- 25.1.3 The Contractor will take the following steps to ensure that Providers are receiving the appropriate amount of enhancement funds:
- 25.1.3.1 Develop a Provider Communication Plan for the next SFY.
 - 25.1.3.2 In accordance with you Communication Plan, notify Providers about how the Enhancement funds will be utilized in your region.
 - 25.1.3.3 Operationalize your plan to deploy SFY enhancement funds.
 - 25.1.3.4 Conduct quarterly reviews to ensure that funds are being dispersed to Providers as outlined in your Communication Plan.
 - 25.1.3.5 Beginning July 1, 2023, the Contractor shall submit the provider Communication Plan to HCABHASO@hca.wa.gov annually by June 15 for the next SFY.
 - 25.1.3.6 Contractor will notify HCA of any changes to the Provider Communication Plan within ten (10) Business Days of the changes. Submit updated Communication Plans to HCABHASO@hca.wa.gov.
- 25.1.4 The Contractor will submit a completed CBHE Quarterly Expenditure report clearly identifying the funding mechanisms used to disperse the funding and all expenditures on a quarterly basis using the CBHE Quarterly Expenditure reporting template.

25.1.4.1 The CBHE Quarterly Expenditure report must be submitted to HCABHASO@hca.wa.gov by the last day of the month following the end of each quarterly reporting period. July 31 (April-June); October 31 (July-September); January 31 (October-December); and April 30 (January-March).

26 BEHAVIORAL HEALTH ADVISORY BOARD (BHAB)

26.1 BHAB Requirements

- 26.1.1 The Contractor shall maintain a Community BHAB in each RSA that is broadly representative of the demographic character of the region.
- 26.1.2 BHAB Membership Requirements:
 - 26.1.2.1 Be representative of the geographic and demographic mix of service population;
 - 26.1.2.2 Have at least 51 percent of the membership be individuals with lived experience, parents or legal guardians of individuals with lived experience and/or self-identified as an individual in Recovery from a behavioral health disorder;
 - 26.1.2.3 Law Enforcement representation;
 - 26.1.2.4 County representation;
 - 26.1.2.5 No more than four elected officials;
 - 26.1.2.6 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
 - 26.1.2.7 Three-year term limit, multiple terms may be served, based on rules set by the BHAB.
- 26.1.3 The BHAB will:
 - 26.1.3.1 Solicit and use the input of Individuals with mental health and/or SUD to improve behavioral health services delivery in the region;
 - 26.1.3.2 Provide quality improvement feedback to key stakeholders and other interested parties defined by HCA. The Contractor shall document the activities and provide to HCA upon request; and
 - 26.1.3.3 Approve the annual SABG and MHBG expenditure plan for the region and provide annual documentation of the approval to HCA by July 15 of each year. The expenditure plan format will be provided by HCA and the approved plans are to be submitted by the Contractor to HCA at HCABHASO@hca.wa.gov.
- 26.1.4 The Contractor shall submit a Behavioral Health Advisory Board Annual report that includes the following information:
 - 26.1.4.1 A list of the BHAB membership that includes the composition and length of terms of the BHAB members to demonstrate membership requirements are

being met; and

- 26.1.4.2 An accounting of the funding amount spent by the BHAB to fulfill their yearly contractual obligations as outlined in this Contract.
- 26.1.4.3 The report shall be submitted annually by February 15 for the previous calendar year (January – December) and shall be submitted to HCABHASO@hca.wa.gov.

27 CRISIS TRIAGE/STABILIZATION CENTERS AND INCREASING PSYCHIATRIC RESIDENTIAL TREATMENT BEDS

27.1 General Requirements

- 27.1.1 For Contractors that received a one-time start-up cost payment for either a Crisis Triage/Stabilization Center or to increase psychiatric residential treatment beds for Individuals transitioning from psychiatric inpatient settings the Contractor shall continue submitting quarterly reports to HCA at HCABHASO@hca.wa.gov, using the Crisis Triage/Stabilization and Increasing Psychiatric Bed Capacity reporting template provided by HCA. Reports are due thirty (30) calendar days after the end of the SFY quarter.

28 RECOVERY NAVIGATOR PROGRAM

28.1 Substance Use Disorder Regional Recovery Navigator Administrator

- 28.1.1 The Contractor must have a SUD regional administrator for the recovery navigator program. The regional administrator shall be responsible for assuring compliance with program standards, including staffing standards.
- 28.1.2 The SUD Regional Recovery Navigator Administrator will develop a Regional Resource Assessment for their region which captures existing local, state, and federally funded community-based access points. This resource assessment will map out existing agencies and funding source which provide the following programs:
 - 28.1.2.1 Designated Crisis Responders;
 - 28.1.2.2 Pre-arrest diversion programs (e.g., Co-responder, Mental Health Field Response team, Law Enforcement Assisted Diversion (LEAD) National Support Bureau) which currently are funded and operational within their region.
 - 28.1.2.3 Community-based harm reduction and outreach services;
 - 28.1.2.4 Low-barrier Medications for Opioid Use Disorder programs;
 - 28.1.2.5 Crisis Stabilization Facilities;
 - 28.1.2.6 Safe Station Models;
 - 28.1.2.7 Opioid Treatment Networks or Hub and Spoke Medication for Opioid Use Disorder (MOUD) programs; and
 - 28.1.2.8 Any peer-based program which embeds peer support specialists in community-based programming.
 - 28.1.2.9 The Regional Resource Assessment will consider areas such as transportation and telehealth while identifying geographical areas where there are service gaps.
- 28.1.3 The SUD Regional Recovery Navigator Administrator will work with local law enforcement organizations to determine which city, county, and tribal law enforcement departments are operating within their regions.
- 28.1.4 The SUD Regional Recovery Navigator Administrator will work closely with the Accountable Communities of Health, local health jurisdiction, local behavioral advisory committee, local and tribal law enforcement, and any other community-driven stakeholder groups while executing the requirements of the position.

28.2 Recovery Navigators Plan

- 28.2.1 Each navigator program must maintain enough appropriately trained personnel which must include individuals with lived experience with SUD to the extent possible. The SUD Regional Recovery Navigator Administrator must assure that staff conducting intake and referral services and field assessments are paid a livable and competitive wage and have appropriate training and receive continuing education.
- 28.2.2 The Recovery Navigator Program shall provide services to Youth and adults with behavioral health conditions who are referred to the program from diverse sources including:
- 28.2.2.1 Community-based outreach;
 - 28.2.2.2 Intake and referral services;
 - 28.2.2.3 Comprehensive assessment;
 - 28.2.2.4 Connection to services; and
 - 28.2.2.5 Warm handoffs to treatment and recovery support services along the continuum of care.
- 28.2.3 Additional services to be provided as appropriate include but not limited to:
- 28.2.3.1 Long-term intensive case management.
 - 28.2.3.2 Recovery coaching.
 - 28.2.3.3 Recovery support services.
 - 28.2.3.3.1 Flexible Participant Funds may be used to cover a participant's modest and variable needs within available funding.
 - 28.2.3.4 Treatment.
- 28.2.4 The Contractor shall begin implementation planning to establish a recovery navigator program based on uniform program standards modeled upon the components of LEAD program.
- 28.2.5 The Contractor must submit a progress report on development of the Contractor's plan demonstrating the ability to fully comply with the statewide program standards to HCA. If the BH-ASO plan is not approved HCA will provide technical assistance working toward approval. Once the Contractor's plan is approved funding for program implementation will be released.
- 28.2.6 Each Recovery Navigator Program must submit quarterly reports to the Recovery Navigator Program Managed File Transfer (MFT) site (<https://mft.wa.gov/webclient/Login.xhtml>) using the Recovery Navigator Program

data collection workbook. The quarterly reports are due the last day of the month following the end of each quarter. Reports are due: January 31 (October through December); April 30 (January through March); July 31 (April through June); and October 31 (July through September).

- 28.2.7 The Contractor shall participate in technical assistance provided by the LEAD National Support Bureau/Washington State Expansion Team for their Recovery Navigator Program. Technical assistance will depend on each Contractor's identified needs. Technical assistance can be provided virtually, by phone, email, or in-person.
- 28.2.8 The Contractor must participate in scheduled reviews of the Recovery Navigator Program including the following activities:
 - 28.2.8.1 Monthly technical assistance with HCA;
 - 28.2.8.2 Meetings every other month hosted by HCA; and
 - 28.2.8.3 HCA hosted trainings.

29 BUSINESS CONTINUITY AND DISASTER RECOVERY

29.1 General Requirements

- 29.1.1 The Contractor shall have a primary and back-up solution for the electronic submission of the data requested by HCA. The solution shall utilize the Washington Technology Services – MFT portal. 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 HCA approval.
- 29.1.2 The Contractor shall create and maintain a business continuity and disaster recovery plan that ensures timely reinstatement of the Individual information system following total loss of the primary system or a substantial loss of functionality. The plan shall include the following:
- 29.1.2.1 A mission or scope statement.
 - 29.1.2.2 Information services disaster recovery person(s).
 - 29.1.2.3 Provisions for back up of key personnel, emergency procedures, and emergency telephone numbers.
 - 29.1.2.4 Procedures for effective communication, applications inventory and business recovery priorities, and hardware and software vendor lists.
 - 29.1.2.5 Documentation of updated system and operations and a process for frequent back up of systems and data.
 - 29.1.2.6 Off-site storage of system and data backups and ability to recover data and systems from back-up files.
 - 29.1.2.7 Designated recovery options.
 - 29.1.2.8 Evidence that disaster recovery tests or drills have been performed.
- 29.1.3 The Contractor must submit an annual certification statement indicating there is a business continuity disaster plan in place for both the Contractor and Subcontractors. The certification must be submitted by January 31 of each Contract year to HCABHASO@hca.wa.gov. The certification must indicate the plan is up to date, the system and data backup and recovery procedures have been tested, and copies of the Contractor and Subcontractor plans are available for HCA to review and audit.

**Exhibit A: Non-Medicaid Funding Allocation
BH-ASO**

The funding amounts are not included in this online version of the contract.

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.

Exhibit C RSA Spenddown Liability

Overview

Spenddown liability is the amount of medical expenses an Individual must pay before Limited Casualty Program/Medically Needy Program (LCP/MNP) coverage begins. When the Individual has paid medical expenses equal to or greater than a predetermined spenddown amount, the provider can submit a claim for the outstanding amount.

Both state and block grant funds may be used to spenddown qualifying medical expenses (such as voluntary and involuntary inpatient, crisis stabilization and crisis residential stays) incurred. HCA designates and approves the Contractor as a Public Program as described in WAC 182-519-0110(9). Qualified expenses paid by the Contractor shall be used to reduce an Individual's spenddown liability.

For more information about Spenddown see the Provider One Billing and Resource Guide:
<https://www.hca.wa.gov/assets/billers-and-providers/providerone-billing-and-resource-guide.pdf>

Procedure

Individuals must meet financial eligibility, and incur medical expenses in the amount of spenddown liability determined by DSHS staff before coverage is made active in Provider One. An Individual must not have insurance coverage for services used to meet the spenddown liability. DSHS staff enter medical expenses into ACES when documentation for them is received. Once the expenses equal or exceed the spenddown amount, ACES sends a notice to Provider One to open the eligibility segment for the appropriate base period.

RESPONSIBLE DEPARTMENT	ACTIVITY
Facility and BH-ASO UM clinician	<p>1. Identification and authorization</p> <ul style="list-style-type: none"> (a) Facility representative seeks authorization for services within required timeframes and identifies spenddown amount. (b) UM clinician confirms eligibility criteria for funding and service, provides authorization for service and confirms payment of spenddown amount to facility representative (units or dollar amount). (c) UM clinician updates BH-ASO director.
Facility	<p>2. Report of spenddown, confirmation and payment</p> <ul style="list-style-type: none"> (a) Facility reports the Individual's incurred costs that count toward the spenddown amount and confirm submission with UM Clinician and Director. (b) Facility confirms Medicaid assignment after spenddown processing. (c) Facility submits invoices for payment of the agreed spenddown amount to the BH-ASO Director monthly. <p>Fax documentation of incurred medical expenses to the statewide fax number 1-888-338-7410. Providers with authorization from the client may call 1-877-501-2233 to inquire about status and/or request urgent processing. If urgent medical need is required, processing occurs within two business days or less. Regular processing is completed with 2 business days.</p>
BH-ASO Director	<p>3. Review invoice and submit for payment.</p>
BH-ASO Finance	<p>4. Tracking and Reporting</p> <ul style="list-style-type: none"> (a) Track spenddown amounts by Individual and facility (b) Report expenses on the Non-Medicaid Expenditure Report indicating the total amount spent.

**Exhibit D-1
Service Area Matrix**

County	BH-ASO
ADAMS	Spokane
ASOTIN	Greater Columbia
BENTON	Greater Columbia
CHELAN	NCWA - Carelon Behavioral Health
CLALLAM	Salish
CLARK	SWWA - Carelon Behavioral Health
COLUMBIA	Greater Columbia
COWLITZ	Great Rivers
DOUGLAS	NCWA - Carelon Behavioral Health
FERRY	Spokane
FRANKLIN	Greater Columbia
GARFIELD	Greater Columbia
GRANT	NCWA - Carelon Behavioral Health
GRAYS HARBOR	Great Rivers
ISLAND	North Sound
JEFFERSON	Salish
KING	King
KITSAP	Salish
KITTITAS	Greater Columbia
KLICKITAT	SWWA – Carelon Behavioral Health
LEWIS	Great Rivers
LINCOLN	Spokane
MASON	Thurston-Mason
OKANOGAN	NCWA – Carelon Behavioral Health
PACIFIC	Great Rivers
PEND OREILLE	Spokane
PIERCE	Pierce – Carelon Behavioral Health
SAN JUAN	North Sound
SKAGIT	North Sound
SKAMANIA	SWWA – Carelon
SNOHOMISH	North Sound
SPOKANE	Spokane
STEVENS	Spokane
THURSTON	Thurston-Mason
WAHKIAKUM	Great Rivers
WALLA WALLA	Greater Columbia
WHATCOM	North Sound
WHITMAN	Greater Columbia
YAKIMA	Greater Columbia

Exhibit E
DATA USE, SECURITY AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Exhibit:

- 1.1 **“Authorized User”** means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.
- 1.2 **“Breach”** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.
- 1.3 **“Business Associate”** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.4 **“Business Associate Agreement”** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.5 **“Covered Entity”** means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.
- 1.6 **“Data”** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Exhibit, Data means the same as “Confidential Information.”
- 1.7 **“Designated Record Set”** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 1.8 **“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.9 **“Electronic Protected Health Information (ePHI)”** means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 C.F.R. § 160.103.
- 1.10 **“Hardened Password”** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - 1.10.1 Passwords for external authentication must be a minimum of 10 characters long.
 - 1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.
 - 1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

- 1.11 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- 1.12 **“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
- 1.13 **“Medicare Data Use Requirements”** refers to the documents attached and incorporated into this Exhibit as Schedules 1, and 2 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.
- 1.14 **“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.15 **“Portable/Removable Media”** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.16 **“Portable/Removable Devices”** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC’s, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.17 **“PRISM”** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.
- 1.18 **“Protected Health Information”** or “PHI” has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to individuals.
- 1.19 **“ProviderOne”** means the Medicaid Management Information System, which is the State’s Medicaid payment system managed by HCA.
- 1.20 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.21 **“Tracking”** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.22 **“Transmitting”** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.
- 1.23 **“Transport”** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.

- 1.24 **“Trusted System(s)”** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.25 **“U.S.C.”** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at <http://uscode.house.gov/>
- 1.26 **“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
- 1.27 **“Use”** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

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

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

- 2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- 2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3 Purpose

- 3.1 This Exhibit E covers all data sharing, collection, maintenance, and Use of Data by Contractor for work performed under the Contract.

4 PRISM Access

- 4.1 Purpose. To provide Contractor, and subcontractors, with access to pertinent Individual-level Medicaid and when appropriate Medicare Data via look-up access to the online PRISM application and to provider Contractor staff and Subcontractor staff who have a need to know Individual-level Data in order to coordinate care, improve quality, and manage services for Individuals.
- 4.2 Justification. The Data being accessed is necessary for Contractor to provide care coordination, quality improvement, and case management services for Individuals.
- 4.3 PRISM Data Constraints

- 4.3.1 The Data contained in PRISM is owned and belongs to DSHS and HCA. Access to PRISM Data is administered by DSHS.
- 4.3.2 The Data shared may only be used for care coordination and quality improvement purposes, and no other purposes. The Data in PRISM cannot be used for research.
- 4.4 System Access. Contractor may request access for specific Authorized Users with a need-to-know to view Data in the PRISM System under this Contract.
 - 4.4.1 Contractor Contract Manager, or their designee, and the proposed Authorized User must complete and sign the PRISM Access Request Form, Schedule 2, for each proposed Authorized User. The completed form must be sent to prism.admin@dshs.wa.gov. HCA and DSHS will only accept requests from the Contractor Contract Manager or their designee.
 - 4.4.2 Authorized Users may view Medicare Data in PRISM once forms Schedule 1 and Schedule 2 are completed, submitted, and accepted as complete. No Medicare Data is released to Contractor's Authorized User(s) until the two forms are completed and accepted by DSHS.
 - 4.4.3 Contractor must access the system through SecureAccessWashington (SAW) or through another method of secure access approved by HCA and DSHS.
 - 4.4.4 DSHS will grant the appropriate access permissions to Contractor employees or Subcontractor employees.
 - 4.4.5 HCA and DSHS **do not** allow shared User IDs and passwords for use with Confidential Information or to access systems that contain Confidential Information. Contractor must ensure that only Authorized Users access and use the systems and do not allow employees, agents, or Subcontractors who are not authorized to borrow a User ID or password to access any systems.
 - 4.4.6 Contractor will notify the prism.admin@dshs.wa.gov within five (5) business days whenever an Authorized User who has access to the Data is no longer employed or contracted by the Contractor, or whenever an Authorized User's duties change such that the user no longer requires access to the Data.
 - 4.4.7 Contractor's access to the system may be continuously tracked and monitored. HCA and DSHS reserve the right at any time to terminate the Data access for an individual, conduct audits of systems access and use, and to investigate possible violations of this Exhibit, federal, or state laws and regulations governing access to Protected Health Information.

5 Constraints on Use of Data

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

- 5.2 Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
- 5.2.1 The information received under subsection 7.7 of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA and their Subcontractors to:
- 5.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;
- 5.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and
- 5.2.1.3 Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).
- 5.3 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 5.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.
- 5.4.1 Contractor must identify:
- 5.4.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
- 5.4.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
- 5.4.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.
- 5.5 For all Data, including claims data, that is individually identifiable, shared outside of Contractor's system for research or data analytics not conducted on behalf of the Contractor, Contractor must provide HCA with 30 calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between Contractor and HCA data governance initiatives. Contractor will provide notice to HCAData@hca.wa.gov and hcamcprograms@hca.wa.gov. Notice will include:
- 5.5.1 The party/ies the Data will be shared with;
- 5.5.2 The purpose of the sharing; and

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

6 Security of Data

6.1 Data Protection

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

- 6.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- 6.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information.

6.2 Data Security Standards

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

6.2.2 Data Transmitting

- 6.2.2.1 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.
- 6.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

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

- 6.2.3.1 Data at Rest:

6.2.3.1.1 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.

6.2.3.2 Data stored on Portable/Removable Media or Devices

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

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

- a. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
- b. Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
- c. Keeping devices in locked storage when not in use;
- d. Using check-in/check-out procedures when devices are shared;
- e. Maintaining an inventory of devices; and
- f. Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

6.2.3.3 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.

6.2.4 Data Segregation

- 6.2.4.1 HCA Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.
- 6.2.4.2 HCA's Data must be kept in one of the following ways:
 - 6.2.4.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;
 - 6.2.4.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;
 - 6.2.4.2.3 In a database that contains only HCA Data;
 - 6.2.4.2.4 Within a database – HCA data must be distinguishable from non-HCA Data by the value of a specific field or fields within database records;
 - 6.2.4.2.5 Physically segregated from non-HCA Data in a drawer, folder, or other container when stored as physical paper documents.
- 6.2.4.3 When it is not feasible or practical to segregate HCA's Data from non-HCA data, both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

6.3 Data Disposition

- 6.3.1 Upon request by HCA, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.
- 6.3.2 Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).
- 6.3.3 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 6.2.3, 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.

7 Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality.

- 7.1.1 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:
 - 7.1.1.1 as provided by law; or
 - 7.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

7.2 Non-Disclosure of Data

- 7.2.1 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.
- 7.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to HCA upon request.

7.3 Penalties for Unauthorized Disclosure of Data

- 7.3.1 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.
- 7.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

8 Data Shared with Subcontractors

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

9 Data Breach Notification

- 9.1 The Breach or potential compromise of Data must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov and to the BH-ASO Contract Manager at hcabhaso@hca.wa.gov within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:
- 9.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
- 9.1.2 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;
- 9.1.3 A description of the types of PHI involved;
- 9.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;

- 9.1.5 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
- 9.1.6 Any other information HCA reasonably requests.
- 9.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 9.3 The Contractor must notify HCA in writing, as described in 8.a above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.
- 9.4 At HCA's request, the Contractor will provide draft Individual notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.
- 9.5 At HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

10 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.

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

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

- 10.2 Compliance. Contractor must perform all Contract duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.
- 10.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:
- 10.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protect Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.
- 10.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contractor. See 45 C.F.R. § 164.514(d)(2) through (d)(5).
- 10.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.
- 10.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- 10.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.

- 10.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by HCA, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 10.3.7 Failure to Cure. If HCA learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Exhibit and reasonable steps by the Contractor do not end the violation, HCA may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.
- 10.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by HCA, if HCA determines Contractor has violated a material term of this Business Associate Agreement. HCA may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 10.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of HCA, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.
- 10.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from HCA, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of HCA, Contractor must:
- 10.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
 - 10.3.10.2 Return to HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;
 - 10.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;
 - 10.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and
 - 10.3.10.5 Return to HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

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

10.4 Individual Rights.

10.4.1 Accounting of Disclosures.

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

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

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

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

10.4.2 Access.

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

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

10.4.3 Amendment.

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

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

- 10.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).
- 10.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).
- 10.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 10.8 Miscellaneous Provisions.
- 10.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- 10.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

11 Inspection

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

12 Indemnification

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

Medicare Data Use Requirements Documents

- Schedule 1 Medicare Part D – Conflict of Interest Attestation
- Schedule 2 PRISM Access Request Form

SCHEDULE 1: MEDICARE PART D – CONFLICT OF INTEREST ATTESTATION

[Date]

Beverly Court
Department of Social and Health Services
Research and Data Analysis Division
1114 Washington Street SE
PO Box 45204
Olympia, WA 98504-5204

Dear Beverly Court,

As a contractor of Washington’s Medicaid agency, [Lead Entity Name] intends to receive Centers for Medicare & Medicaid Services (CMS) data from Washington State for coordination of care, quality improvement and/or treatment of persons enrolled in both Medicare and Medicaid. We will also be subcontracting with entities who will also access CMS data for care coordination, quality improvement and/or treatment purposes.

We understand that CMS wants assurance that potential conflict of interest related to also operating or affiliation with Part D plans is mitigated when necessary through separation and security of CMS data used for clinical treatment, case management and care coordination, and quality improvement activities.

The contact person for conflict of interest matters within our organization is [Contact’s First and Last Name] who can be reached by email at [email address] or by phone at [phone number].

The following organizations are covered in this attestation that no conflict of interest exists:

[Name of Contractor/Subcontractor with no conflict of interest]
[Name of Subcontractor with no conflict of interest]

The following organizations are covered in this attestation that conflict of interest potentially does exist, and steps to mitigate said conflict of interest, including separation and security of any CMS data acquired through its work with Washington State to isolate CMS data from unrelated activities in their organization, have been taken:

[Name of Contractor/Subcontractor with potential conflict of interest]
[Name of Subcontractor with potential conflict of interest]

Sincerely,
[Signature of person who can legally bind your Organization to the statements above, such as legal staff or organization officer]
[Title]

PRISM Access Request for Multiple Organizations

An Organization may request access to PRISM for its employees or employees of Subcontractors (**Users**) under its Data Share Agreement (DSA) with HCA. The Organization **PRISM Lead** reviews and completes the “Requesting Organization” section. The PRISM Access Request form must be signed by the **PRISM Lead** authorizing the request, which attests to the **Users’** business need for electronic Protected Health Information, and in the case of a Subcontractor User, attests that the contract with the Subcontractor includes a HIPAA Business Associate Agreement and Medicare data share language, as appropriate. The **User** completes the “User Registration Information” section below and signs the “User Agreement and Non-Disclosure of Confidential Information” page. The **PRISM Lead** then forwards the request to: PRISM.Admin@dshs.wa.gov.

Upon review and acceptance, DSHS and HCA will grant the appropriate access permissions to the User and notify the **PRISM Lead**.

Changes to Access for Users

The **PRISM Lead** must notify the **PRISM Administrator** within five (5) business days whenever a **User** with access rights leaves employment or has a change of duties such that the User no longer requires access. If the removal of access is emergent, please include that information with the request.

Requesting Organizations (to be completed by PRISM Lead)		
CONTRACTOR'S NAME	STREET ADDRESS (INCLUDE CITY, STATE AND ZIP CODE)	
1.		
2.		
3.		
User Registration Information (to be completed by User)		
USER'S NAME (FIRST, MIDDLE, LAST)	USER'S JOB TITLE	
USER'S BUSINESS EMAIL ADDRESS	USER'S BUSINESS PHONE NUMBER (INCLUDE AREA CODE)	
USER'S EMPLOYER	DATE IT SECURITY TRAINING COMPLETED (REQUIRED YEARLY)	
If user will be completing Health Action Plans (HAPs), enter the date training was completed:	DATE HAP TRAINING COMPLETED	DATE HIPAA TRAINING COMPLETED (REQUIRED)
PRISM USER'S SIGNATURE	DATE	PRISM USER'S PRINTED NAME
Authorizing Signature(s)		
<p>Protected Data Access Authorization</p> <p>The HIPAA Security rule states that every employee that needs access to electronic Protected Health Information (ePHI) receives authorization from an appropriate authority and that the need for this access based on job function or responsibility is documented. I, the undersigned PRISM Lead, verify that the individual for whom this access is being requested (User or Subcontractor User) has a business need to access this data, has completed the required HIPAA Privacy training and the annual IT Security training and has signed the required <i>User Agreement and Non-Disclosure of Confidential Information</i> included with this Access Request. This User's access to this electronic Protected Health Information (ePHI) is appropriate under the HIPAA Information Access Management Standard and the Privacy Rule. In addition, if applicable, this employee has been instructed on 42 Code of Federal Regulations (CFR) Part 2 that governs the use of alcohol and drug use information and is aware that this type of data must be used only in accordance with these regulations. I have also ensured that the necessary steps have been taken to validate the User's identity before approving access to confidential and protected information. If a Subcontractor is indicated, I attest that the contract with the Subcontractor includes a HIPAA Business Associate Agreement, and where appropriate Medicare data share language.</p>		
PRISM LEAD SIGNATURE (CONTRACTOR 1)	DATE	PRISM LEAD NAME 1 (PRINT)
PRISM LEAD SIGNATURE (CONTRACTOR 2)	DATE	PRISM LEAD NAME 2 (PRINT)
PRISM LEAD SIGNATURE (CONTRACTOR 3)	DATE	PRISM LEAD NAME 3 (PRINT)

User Agreement and Non-Disclosure of Confidential Information

Your Organization has entered into a Data Share Agreement (DSA) with the state of Washington Health Care Authority (HCA) that will allow you to access data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this **User Agreement and Non-Disclosure of Confidential Information** form.

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 includes, but is not limited to, Protected Health Information and Personal Information.

“Protected Health Information” means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, RCW 70.02.020 and RC2.70.02.230) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

User Agreement and Assurance of Confidentiality

In consideration for DSHS and HCA granting me access to PRISM or other systems and the Confidential Information in those systems, I agree that I:

- 1) Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
- 2) Have an authorized business requirement to access and use DSHS or HCA systems and view DSHS or HCA Confidential Information.
- 3) Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial, personal, or research purpose, or any other purpose that is not directly connected with client care coordination and quality improvement.
- 4) Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
- 5) Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
- 6) Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
- 7) Will not make copies of Confidential Information, or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
- 8) Will access, use or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties.
- 9) Will protect my DSHS and HCA systems User ID and password and not share them with anyone or allow others to use any DSHS or HCA system logged in as me.
- 10) Will not distribute, transfer, or otherwise share any DSHS software with anyone.
- 11) Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
- 12) Understand at any time, DSHS or HCA may audit, investigate, monitor, access, and disclose information about my use of the systems and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the systems, disciplinary actions against me, or possible civil or criminal penalties or fines.
- 13) Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

User’s Signature

PRISM USER’S SIGNATURE

DATE

PRISM USER’S PRINTED NAME

Exhibit F
Federal Subaward Identification

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	H79SM086163
3.	Federal Award Date	1/25/2023
4.	Assistance Listing Number and Title	93.104 Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED)
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	
8.	Subrecipient's Unique Entity Identifier (UEI)	
9.	Subaward Project Description	Behavioral Health Administrative Service Organization
10.	Primary Place of Performance	
11.	Subaward Period of Performance	7/1/2023-6/30/2025
12.	Amount of Federal Funds Obligated by this Action	
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

- Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?
 YES NO
- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 YES NO

Federal Subaward Identification

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM087386
3.	Federal Award Date	3/22/2023
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	
8.	Subrecipient's Unique Entity Identifier (UEI)	
9.	Subaward Project Description	Behavioral Health Administrative Service Organization
10.	Primary Place of Performance	90630-5897
11.	Subaward Period of Performance	7/1/2023-6/30/2025
12.	Amount of Federal Funds Obligated by this Action	
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?
 YES NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 YES NO

Federal Subaward Identification

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B09SM085384
3.	Federal Award Date	5/17/2021
4.	Assistance Listing Number and Title	93.958 Block Grants for Community Mental Health Services
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Keri Waterland, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery keri.waterland@hca.wa.gov 360-725-5252
7.	Subrecipient name (as it appears in SAM.gov)	
8.	Subrecipient's Unique Entity Identifier (UEI)	
9.	Subaward Project Description	Behavioral Health Administrative Service Organization
10.	Primary Place of Performance	
11.	Subaward Period of Performance	7/1/2023-6/30/2025
12.	Amount of Federal Funds Obligated by this Action	
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?
 YES NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 YES NO

Federal Subaward Identification

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B08TI085843
3.	Federal Award Date	2/16/2023
4.	Assistance Listing Number and Title	93.959 Block Grants for Prevention and Treatment of Substance Abuse
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Michael Langer, Deputy Division Director WA State Health Care Authority Division of Behavioral Health and Recovery Michael.langer@hca.wa.gov 360-725-9821
7.	Subrecipient name (as it appears in SAM.gov)	
8.	Subrecipient's Unique Entity Identifier (UEI)	
9.	Subaward Project Description	Behavioral Health Administrative Service Organization
10.	Primary Place of Performance	
11.	Subaward Period of Performance	
12.	Amount of Federal Funds Obligated by this Action	
13.	Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action	
14.	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	de minimus (10%)

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?
 YES NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 YES NO

Federal Subaward Identification

1.	Federal Awarding Agency	Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA)
2.	Federal Award Identification Number (FAIN)	B08T1083977
3.	Federal Award Date	5/17/2021
4.	Assistance Listing Number and Title	93.959 Block Grants for Prevention and Treatment of Substance Abuse
5.	Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Contact Information for HCA's Awarding Official	Michael Langer, Deputy Division Director WA State Health Care Authority Division of Behavioral Health and Recovery Michael.langer@hca.wa.gov 360-725-9821
7.	Subrecipient name (as it appears in SAM.gov)	
8.	Subrecipient's Unique Entity Identifier (UEI)	
9.	Subaward Project Description	Behavioral Health Administrative Service Organization
10.	Primary Place of Performance	
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12.	Amount of Federal Funds Obligated by this Action	
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This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact subrecipientmonitoring@hca.wa.gov.

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?
 YES NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 YES NO

Exhibit G-1 Peer Bridger Program

1) Peer Bridger Program Overview

The Peer Bridger Program is intended to serve those who are currently at Western State Hospital (WSH), Eastern State Hospital (ESH), Evaluation and Treatment centers or community hospitals with inpatient mental health beds and have had a lengthy hospitalization or a history of frequent, multiple hospitalizations. Participation in the program is voluntary. The Peer Bridgers will offer Peer Bridger services to engage Individuals in planning their discharge. Hospital staff and the IMC/BH-ASO Hospital Liaisons will help the Peer Bridgers identify potential participants.

Peer Bridgers will be required to outreach to each Individual after admission. If requested by the Individual, a Peer Bridger will work with Individuals throughout hospitalization and discharge planning process.

The state hospital discharge transition team may include the Peer Bridger who with the consent of the Individual to identify the strengths, needs, preferences, capabilities, and interests of the Individual and to devising ways to meet them in the most integrated setting appropriate for the Individual.

The Peer Bridger will transition from spending time on social support and begin offering assistance with independent living skills, coping skills and community adjustment skills. The hand-off between the Peer Bridger and the community behavioral health provider who is providing mental health services will be gradual and based on the Individual's needs and their person-centered plan. The anticipated duration of in-community Peer Bridger services is 120 days with extensions granted by the BH-ASO on a case-by-case basis.

The Peer Bridger is not a case manager, discharge planner or a crisis worker. However, the Peer Bridger can bring the Individual's perspective into the provision of those services.

2) Peer Bridger Program Duties

- a) Each Behavioral Health Service Organization is allocated a certain number of Peer Bridger FTEs by HCA/DBHR. If the regions' Peer Bridger team(s) are not fully staffed, monthly invoices will be prorated. The Peer Bridger will work with an average of 6 to 15 program Individuals. Prior to hospital discharge the majority of the work will be inside the state or local psychiatric hospitals or Evaluation and Treatment facilities. Post-discharge activities will be in the community. Peer Bridgers shall routinely engage and interact with potential program participants.

b) Current allocation of Peer Bridger FTEs are detailed as follows in the outline below:

Region	Number of Peer Bridgers
Great Rivers BHASO	2
Greater Columbia BHASO	3
King BHASO	4
Pierce BHASO	3
North Central BHASO	1
North Sound BHASO	3
Salish BHASO	2
Spokane BHASO	3
Thurston/Mason BHASO	3
Southwest BHASO	3

- i) The Contractor shall contract with an agency licensed as a Community Behavioral Agency by DOH to provide recovery support services.
- ii) After being recruited, and prior to beginning hospital related activities, the Peer Bridger or Peer Bridger team will:
 - (1) Participate in statewide Peer Bridger Orientation and training.
 - (2) Participate in statewide specialized training as requested by the inpatient settings.
 - (3) Complete required non-disclosure, Acknowledgement of Health Care Screening for Contractors and other required forms, as requested by the inpatient setting.

c) The same Peer Bridger shall work directly with Individuals and potential Individuals and follow the Individuals into the community setting to ensure consistency with the “bridging” process. After discharge, the time spent between the community and the inpatient setting shall be adjusted to respond to Individuals in the hospital and Individuals in the community. In conjunction with the MCO/BH-ASO Hospital Liaisons and State Hospital Peer Bridger Liaison (identified during orientation), the Peer Bridger will work to engage potential Individuals. These Individuals may:

- i) Have been on the hospital “referred for active discharge planning”; or
- ii) Have had multiple state hospitalizations or involuntary hospitalizations; or
- iii) Have hospital stays of over one year; or
- iv) Be Individuals whom hospital staff and/or the Hospital Liaison have been unable to engage in their own discharge planning;
- v) Require additional assistance to discharge and/or need support in the community; or
- vi) Be civilly committed or be Individuals who will be converted from forensic to civil commitment.

- d) Examples of Peer Bridger engagement activities may include:
 - i) Interacting with potential participants.
 - ii) Developing a trusting relationship with participants.
 - iii) Promoting a sense of self-direction and self-advocacy.
 - iv) Sharing their experiences in recovery.
 - v) Helping motivate through sharing the strengths and challenges of their own illness.
 - vi) Considering the Individual's medical issues and helping them develop wellness plans they can pursue in accordance with their physician recommendations.
 - vii) Helping the Individual plan how they will successfully manage their life in the community.
 - viii) Educating Individuals about resources in their home community.
 - ix) Join with the Individual (when requested by the Individual) in treatment team meetings. Help to convey the Individual's perspectives and assist the Individual with understanding the process.
- e) The Peer Bridger shall support the Individual in discharge planning to include the following:
 - i) Function as a member of the Individual's hospital discharge planning efforts.
 - ii) Identify Individual-perceived barriers to discharge, assist the Individual with working through barriers and assure the Individual that they will be supported throughout the process.
 - iii) Coordinating in conjunction with discharge planning efforts for the Individual to travel back to his or her community.
 - iv) The Peer Bridgers shall conduct routine hospital-based engagement groups for any individual willing to participate.
 - v) The Peer Bridgers shall be available periodically on treatment malls or wards and at evening groups.
- f) Peer Bridger team shall:
 - i) Participate in monthly statewide Peer Bridger Program administrative support conference calls. At least one Peer Bridger per region shall attend.
 - ii) Participate in Peer Bridger Training events scheduled by HCA.

- iii) Complete the current DBHR Peer Bridger report/log, submit log to HCA via secured email every month, enter program enrollment start and stop dates into Behavioral Health Data System (BHDS), and enter encounters using the rehabilitation case management code.
 - iv) Participate in hospital and IMC/BH-ASO Peer Bridger training.
 - v) Coordinate activities with the IMC/BH-ASO hospital liaison.
 - vi) Attend and participate in Peer Bridger team coordination meetings as directed by HCA.
 - vii) Meet the documentation requirements of the inpatient setting and their employer.
- g) Community-based post-discharge activities will include:
- i) The frequency and duration of community-based Peer Bridger services will be determined by the Individual's needs, the service level required to help the individual stay safely in the community and caseload prioritization. Peer Bridger services will be decreased when the Individual is receiving behavioral health treatment and peer services from a behavioral health agency or when the Individual no longer wants the Peer Bridger's support. The Peer Bridger shall facilitate a "warm hand-off" to the behavioral health agency chosen by the Individual. Warm hand-off activities may include:
 - (1) Being present and supportive during the Individual's first appointment and during the intake evaluation, primary provider or prescriber appointments, etc.
 - (2) Helping the Individual complete any necessary paperwork for receiving Behavioral Health services.
 - (3) Supporting the Individual's self-advocacy in the development of their own community treatment plan and treatment activities.
 - ii) The Peer Bridger may assist the Individual in developing a crisis plan with the Individual's behavioral health service agency. The Peer Bridger may be identified as a non-crisis resource in the plan.
 - iii) The Peer Bridger shall:
 - (1) Attempt to connect the Individual with natural support resources and the local recovery community and attend meetings as allowed.
 - (2) Help the Individual develop skills to facilitate trust-based relationships, develop strategies for maintaining wellness and develop skills to support relationships.
 - (3) Assist the Individual in developing a life structure, including skills for daily living such as visits to coffee shops, use of local transportation, opening a bank account, work effectively with a payee if needed, understand benefits, budget planning, shopping and meal preparation, access leisure activities, find a church or faith home, attain and maintain housing, etc.

- (4) Help the Individual develop skills to schedule, track and attend appointments with providers.
- (5) Help the Individual develop skills for self-advocacy so that the Individual can better define his or her treatment plan and communicate clearly with professionals such as psychiatric prescribers, primary care doctors, etc. The Peer Bridger shall help Individuals prepare for appointments and identify questions or comments the Individual might have for the provider as needed.
- (6) Explore supported employment that addresses the following:
 - (a) Employment goals and how they relate to recovery.
 - (b) The availability of additional training and education to help the Individual become employable.
 - (c) The array of employment programs and supported employment opportunities available within the region.
- h) Peer Bridgers should demonstrate that recovery is possible and model the ten components of recovery as defined in the SAMHSA Consensus Statement on Mental Health Recovery (<http://store.samhsa.gov/shin/content/SMA05-4129/SMA05-4129.pdf>).
- i) The Peer Bridger team, including Peer Bridger Supervisor will:
 - i) Participate in monthly, statewide Peer Bridger Program administrative support conference calls.
 - ii) Participate in bi-annual Peer Bridger Training events scheduled by DBHR.
 - iii) Ensure that Peer Bridgers complete tracking logs monthly and submit logs to DBHR via secured or encrypted emails.
 - iv) Coordinate and communicate Peer Bridger team schedules for participation at the inpatient settings with Peer Bridger coordinator.
 - v) Participate in scheduled supervisory sessions to address topics that align with HCA Peer Bridger training such as ethics, personal bias, self-care, and safety.
- j) The Peer Bridger Job Description must contain the following elements:
 - i) Required Qualifications
 - (1) Lived experience of mental health recovery and the willingness to share his/her own experiences.
 - (2) Ability to work flexible hours.
 - (3) Valid Washington Driver's license or the ability to travel via public transportation.

- (4) Ability to meet timely documentation requirements.
- (5) Ability to work in a cooperative and collaborative manner as a team member with Hospital staff, MCO/BH-ASO staff, and program Individuals.
- (6) Strong written and verbal communication skills.
- (7) General office and computer experience.
- (8) Washington Certified Peer Specialist with at least two years' experience working as a peer.
- (9) Dress professionally and appropriately.

ii) Desired Qualifications

- (1) Ability and experience working with people from diverse cultures.
- (2) Experience with state hospital system.
- (3) Ability to form trusting and reciprocal relationships.

Exhibit H Federal Compliance, Certifications, and Assurances

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: <<BH-ASO Contract Manager>>.
- a. **Source of Funds: XXXX:** This Contract is being funded partially or in full through Cooperative Contract number **GRANT FAIN Number**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **XXXX** in the amount of **\$XXX**. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K«New Contract Number»**.
 - b. **Period of Availability of Funds: XXX:** Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in <<**GRANT FAIN Number**>> unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. **Source of Funds: XXXX:** This Contract is being funded partially or in full through Cooperative Contract number **GRANT FAIN Number**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **XXXX** in the amount of **\$XXX**. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K«New Contract Number»**.
 - d. **Period of Availability of Funds: XXX:** Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in <<**GRANT FAIN Number**>> unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
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- k. **Source of Funds: XXXX:** This Contract is being funded partially or in full through Cooperative Contract number **GRANT FAIN Number**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **XXXX** in the amount of **\$XXX**. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K«New Contract Number»**.
- l. **Period of Availability of Funds: XXX:** Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in **<<GRANT FAIN Number>>** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
- m. **Single Audit Act:** This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
- n. **Modifications:** This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 - 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 - 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
- o. **Sub-Contracting:** The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
- p. **Condition for Receipt of Health Care Authority Funds:** Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match

or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

- q. **Unallowable Costs:** The Contractor or Subrecipient’s expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- r. **Supplanting Compliance: SABG:** If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- s. **Federal Compliance:** The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- t. **Civil Rights and Non-Discrimination Obligations:** During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information

Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

- II. **CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, «Contractor Name». The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

- III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
 3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager

WA State Health Care Authority

PO Box 42700

Olympia, WA 98504-2700

- c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

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

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.
- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services

that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE:
PLEASE ALSO PRINT OR TYPE NAME:	
ORGANIZATION NAME: (if applicable)	DATE:

Exhibit I
Substance Abuse and Mental Health Services Administration (SAMHSA)
Federal Fiscal Year 2021 – Award Standard Terms

As identified in the Federal Subaward Identification attachment/s, this Contract includes funds HCA received through a grant from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), awarded in Federal Fiscal Year 2021 and HCA intends this Contract to conform with the requirements of the SAMHSA grant. Contractor agrees to comply with the following pass-through terms and conditions, in addition to the terms and conditions of the Contract, for contract activities funded by the SAMHSA grant.

Name	Language
1 Acceptance of the Terms of an Award	This Subaward is subject to the SAMHSA Fiscal Year 2021 – Award Standard Terms, included directly, or incorporated by reference on the Notice of Award (NoA) support the grant.
2 Non-Supplanting	Federal award funds must supplement, not supplant, nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds. Block grant funds (SABG and MHBG) will not be used to supplant state funding of alcohol and other drug prevention programs. See 45 CFR § 98.123
3 Unallowable Costs	All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this subaward.
4 Marijuana Restrictions	Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana treatment using marijuana. Treatment in this context includes the treatment or opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR 75.300(a); 21 USC 812(c)(10) and 841. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substances under the federal law.
5 Executive Pay	The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is \$199,300 .
6 Promotional Items	SAMHSA grant funds may not be used for Promotional Items. Promotional Items include but are not limited to: Clothing and

	commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.
7 Acknowledgment of Federal Funding at Conferences and Meetings	<p>When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement in all conference materials (including promotional materials, agenda, and internet sites):</p> <p><i>Funding for this conference was made possible 9in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsements by the U.S. Government.</i></p>
8 Rights in Data and Publications	<p>As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR 75.322 and the HHS Grants Policy Statement.</p> <p>HCA may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal Award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.</p>
9 Mandatory Disclosures	<p>Consistent with 45 CFR 75.113, Subrecipients must disclose, in a timely manner, in writing to HCA and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to HCA and the HHS OIG at the following addresses:</p> <p>U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington DC 20201 Fax: (202) 205-0604 (include "Mandatory Grant Disclosures" in subject line or email)</p> <p>MandatoryGranteeDisclosures@oig.hhs.gov</p> <p>Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 USC 3321)</p>
10 Lobbying Restrictions	<p>Per 45 CFR §75.215, Subrecipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.</p> <p>U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or</p>

	<p>otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.</p> <p>Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.</p>
11 Drug Free Workplace	<p>The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing this Contract, you agree that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.</p>
12 Trafficking Victims Protection Act of 2000 (22 USC 7104(G)), as amended, and 2 CFR Part 175	<p>The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.</p> <p>SAMHSA or HCA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award.</p> <p>The text of the full award term is available at 2 C.F.R. § 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf</p>
13 Confidentiality of Alcohol and Drug Abuse Patient Records	<p>The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.</p>
14 Healthy People 2020	<p>Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our</p>

	<p>country’s health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/</p>
<p>15 Accessibility Provisions</p>	<p>Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.</p> <p>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html.</p> <p>Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.</p> <p>Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil-rights/index.html or call 1-800-368-1019 or TDD 1-800- 537-7697.</p> <p>Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.</p>
<p>16 Legislative Mandates</p>	<p>Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/housebill/6157/text?Format=txt.</p>
<p>17 Ad Hoc Submissions</p>	<p>Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Payroll • Purchase orders • Contract documentation • Proof of project implementation

Exhibit J
Substance Abuse and Mental Health Services Administration (SAMHSA)
Federal Fiscal Year 2023 – Award Standard Terms

As identified in the Federal Subaward Identification Exhibit F, this Contract includes funds HCA received through a grant from SAMHSA, a branch of the United States Department of Health and Human Services (HHS), awarded in Federal Fiscal Year 2023 and HCA intends this Contract to conform with the requirements of the SAMHSA grant. Contractor agrees to comply with the following pass-through terms and conditions, in addition to the terms and conditions of the Contract, for contract activities funded by the SAMHSA grant.

1. Future Spending

As indicated in the NoA, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, satisfactory progress and continued funding is in the best interest of the Federal government.

2. Non-Supplant

Federal award funds must supplement, not replace (supplant) non-federal funds. Contractor must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. HCA may require Contractor to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

3. Unallowable Costs

Any costs incurred by Contractor prior to the start date of the Contract and/or costs not consistent with the terms and conditions of the Contract, including terms and conditions incorporated by reference, [45 CFR § 75](#), and the [HHS Grants Policy Statement](#), are not allowable under this Contract.

4. Conflicts of Interest Policy

Consistent with [45 CFR § 75.112](#), Contractor must establish and maintain written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in activities supported by this Contract with HCA, from involvement in actual or perceived conflicts of interest.

The policies and procedures must:

- A. address conditions under which outside activities, relationships, or financial interest are proper or improper;
- B. provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- C. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- D. specify the nature of penalties that may be imposed for violations.

5. Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations, refer to Part II of the [HHS Grants Policy Statement](#).

6. Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., [45 CFR § 75.300\(a\)](#) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

7. Executive Pay

The Consolidated Appropriations Act, 2023 (Public Law No: 117-328), signed into law on December 29, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 1, 2023, the salary limitation for Executive Level II is \$212,100.

8. Promotional Items

SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

HHS policy on the Use of Appropriated Funds for Promotional Items:

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html>

9. Acknowledgement of Federal Funding in communications and contracting

For each publication that results from SAMHSA grant-supported activities, Contractor must include an acknowledgment of grant support using one of the following statements:

“This publication was made possible by Grant Number _____ from SAMHSA.”

“The project described was supported by Grant Number _____ from SAMHSA.”

Contractor also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the SAMHSA.”

Contractor must use the grant number from the applicable Federal Subaward Identification attachment to this Contract. Contractor should work with the HCA Contract Manager to ensure the statements required by this clause include the correct grant number.

10. Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the SAMHSA grant.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by SAMHSA funds under this Contract, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

“Funding for this conference was made possible (in part) by SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

11. Rights in Data and Publications

As applicable, Contractor agrees to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in [45 CFR § 75.322](#) and the [HHS Grants Policy Statement](#).

SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. Mandatory Disclosures

Consistent with [45 CFR § 75.113](#), Contractor must disclose in a timely manner in writing to the HCA Contract Manager and the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Contractor must disclose, in a timely manner, in writing to the HCA Contract Manager, HHS and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a Federal award identified in this Contract with HCA. Disclosures must be sent in writing to HCA according to the Notice requirements of the Contract and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services

Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330
Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in [45 CFR § 75.371](#) – Remedies for noncompliance, including suspension or debarment (see [2 CFR §§ 180 & 376](#) and [31 U.S.C. 3321](#)).

13. Lobbying Restrictions

Per [45 CFR §75.215](#), Contractor is subject to the restrictions on lobbying as set forth in [45 CFR § 93](#).

Lobbying with appropriated moneys, [U.S. Code 18 § 1913 \(2021\)](#), No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

14. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. This requirement passes through HCA to the Contractor. The Contractor must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation ([2 CFR §182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

Contractor will provide a drug-free workplace and will notify the HCA Contract Manager if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in [2 CFR § 182](#); HHS implementing regulations are set forth in [2 CFR § 382.400](#).

15. Civil Right Laws that prohibit discrimination

Contractor must perform all work under the Contract in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

This includes taking reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.

For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.

For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

16. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient (HCA) or subrecipient (Contractor) engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient (Contractor), or their employees:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or,
- C. Use forced labor in the performance of the award or subawards under the award.

The text of the full award term is available at [2 CFR § 175.15\(b\)](#).

17. Confidentiality of Alcohol and Drug Abuse Patient Records

The regulations ([42 CFR § 2](#)) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" ([42 CFR § 2.11](#)), if the program is federally assisted in any manner ([42 CFR § 2.12b](#)). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with [42 CFR § 2](#). Contractor is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

18. Accessibility Provisions

Contractor must perform all work under this Contract in compliance with Federal civil rights law. This means that Contractor must ensure equal access to programs funded by the SAMHSA grant without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring the programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Contractor also has specific legal obligations for serving qualified individuals with disabilities. Please see- <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

For further guidance on providing culturally and linguistically appropriate services, Contractor should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

19. Legislative Mandates

Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards, including this Contract with HCA. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at <https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt>.

20. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs

This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the

widespread adoption of health information technology and quality of care. Accordingly, if Contractor electronically exchanges patient level health information to external entities where national standards exist, Contractor must:

- A. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and
- B. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

21. Audits

If Contractor expends \$750,000 or more in federal awards during the Contractor's fiscal year Contractor must have a single or program-specific audit conducted for that year in accordance with the provisions of [45 CFR § 75.501](#). Guidance on determining Federal awards expended is provided in [45 CFR §75.502](#).

Contractor is responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

For specific questions and information concerning the submission process, visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb> or call FAC at the toll-free number: (800) 253-0696.

22. Ad Hoc Submissions

Throughout the Contract term, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. Contractor agrees to provide accurate, timely information if requested by HCA. This information may include, but is not limited to, the following:

- A. Payroll
- B. Purchase orders
- C. Contract documentation
- D. Proof of project implementation

23. Cancel Year

[31 U.S.C. 1552\(a\)](#) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

24. Prohibition on certain tele-communications and video surveillance services or equipment

As described in [2 CFR § 200.216](#), Contractor is prohibited to obligate or spend grant funds received through this Contract (to include direct and indirect expenditures as well as cost share and program) to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- D. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- E. Telecommunications or video surveillance services provided by such entities or using such equipment.
- F. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.